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सं. 02] नई दिल्ली, जनवरी 12—जनवरी 18, 2020, शनिवार/पौष 22—पौष 28, 1941
No. 02] NEW DELHI, JANUARY 12—JANUARY 18, 2020, SATURDAY/PAUSHA 22—PAUSHA 28, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सक
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)
नई दिल्ली, 7 जनवरी, 2020

का.आ. 48.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उपधारा (1) के खंड (ड.) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा श्री आनंद मधुकर, विशेष कार्य अधिकारी (ओएसडी), वित्तीय सेवाएं विभाग, नई दिल्ली को तत्काल प्रभाव से और अगला आदेश होने तक श्री पंकज जैन के स्थान पर राष्ट्रीय आवास बैंक के निदेशक मंडल में निदेशक नियुक्त करती है।

[फा. सं. 24/17/2010-आईएफ-II]

नेहा चौहान, उप निदेशक

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 7th January, 2020

S.O. 48.—In exercise of the powers conferred by clause (e) of Sub-Section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints Shri Anand Madhukar, Officer on Special Duty (OSD), Department of Financial Services, New Delhi as a Director on the Board of Directors of National Housing Bank with immediate effect and until further orders *vice* Shri Pankaj Jain.

[F. No. 24/17/2010-IF-II]

NEHA CHAUHAN, Dy. Director

(राजस्व विभाग)

(हिन्दी अनुभाग-2)

नई दिल्ली, 8 जनवरी, 2020

का.आ. 49.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन कार्यालय प्रधान आयुक्त, सीजीएसटी एवं केन्द्रीय उत्पाद शुल्क, प्रशासनिक प्रक्षेत्र, उज्जैन का कार्यालय जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/3/2017-हिन्दी-2 डीओआर डीओआर]

डॉ. सतीश चन्द्र, संयुक्त निदेशक (राजभाषा)

(Department of Revenue)
(HINDI SECTION – 2)

New Delhi, the 8th January, 2020

S.O. 49.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the central government, hereby notifies, Office of The Principal Commissioner, CGST AND Central Excise, Administrative Zone, Ujjain, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017-Hindi-II DOR DOR]

Dr. SATISH CHANDRA, Jt. Director (OL)

नई दिल्ली, 8 जनवरी, 2020

का.आ. 50.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन आयुक्त का कार्यालय, केन्द्रीय माल, सेवाकर एवं केन्द्रीय उत्पाद शुल्क (अंकेक्षण), राँची जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/3/2017-हिन्दी-2 डीओआर डीओआर]

डॉ. सतीश चन्द्र, संयुक्त निदेशक (राजभाषा)

New Delhi, the 8th January, 2020

S.O. 50.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the central government, hereby notifies, Office of The Additional Commissioner, Central Goods, Service Tax and Central Excise (Audit), Ranchi, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017-Hindi-II DOR DOR]

Dr. SATISH CHANDRA, Jt. Director (OL)

नई दिल्ली, 8 जनवरी, 2020

का.आ. 51.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन सीमाशुल्क आयुक्त का कार्यालय, सीमाशुल्क भवन, मार्मागोआ, गोवा जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/3/2017-हिन्दी-2 डीओआर डीओआर]

डॉ. सतीश चन्द्र, संयुक्त निदेशक (राजभाषा)

New Delhi, the 8th January, 2020

S.O. 51.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the central government, hereby notifies, Office of The Commissioner of Customs, Custom House, Marmagao, Goa, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017-Hindi-II DOR DOR]

Dr. SATISH CHANDRA, Jt. Director (OL)

नई दिल्ली, 8 जनवरी, 2020

का.आ. 52.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय माल एवं सेवाकर, अपील-I नई दिल्ली जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा.सं. ई-11017/3/2017- हिन्दी-2 डीओआर डीओआर]

डॉ. सतीश चन्द्र, संयुक्त निदेशक (राजभाषा)

New Delhi, the 8th January, 2020

S.O. 52.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the central government, hereby notifies, Office of The Commissioner (Appeal-I), Central Goods and Service Tax, New Delhi, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017-Hindi-II DOR DOR]

Dr. SATISH CHANDRA, Jt. Director (OL)

नई दिल्ली, 8 जनवरी, 2020

का.आ. 53.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में राजस्व विभाग के अधीन कार्यालय आयुक्त, केन्द्रीय वस्तु एवं सेवाकर (लेखा परीक्षा) आयुक्तालय, देहरादून जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11017/3/2017- हिन्दी-2 डीओआर डीओआर]

डॉ. सतीश चन्द्र, संयुक्त निदेशक (राजभाषा)

New Delhi, the 8th January, 2020

S.O. 53.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the central government, hereby notifies, Office of The Commissioner, Central Goods and Service Tax (Audit) Commissionerate, Dehradun, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/3/2017-Hindi-II DOR DOR]

Dr. SATISH CHANDRA, Jt. Director (OL)

नागर विमानन मंत्रालय (एएआई अनुभाग)

नई दिल्ली, 20 दिसम्बर, 2019

का.आ. 54.—केन्द्र सरकार एतद्वारा, भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का संख्या 55) के खंड 3 तथा खंड 5 के उप-खंड 1(ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री प्रवीण गर्ग, अपर सचिव एवं वित्त सलाहकार, पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, को, जो नागर विमानन मंत्रालय में अतिरिक्त कार्यभार आधार पर वित्त सलाहकार के पद के धारक भी हैं, तत्काल प्रभाव से तीन वर्ष की अवधि के लिए अथवा नागर विमानन मंत्रालय में वित्त सलाहकार के पद के नियमित पद धारक द्वारा कार्यभार ग्रहण किए जाने तक अथवा आगामी आदेशों तक, इनमें से जो भी पहले हो, भारतीय विमानपत्तन प्राधिकरण के निदेशक मंडल में अंशकालिक सदस्य के पद पर नियुक्ति करती है।

[फा. सं. एवी-24015/2/2015-एएआई-ना.वि.मं.]

नरेन्द्र सिंह, अवर सचिव

MINISTRY OF CIVIL AVIATION (AAI SECTION)

New Delhi, the 20th December, 2019

S.O. 54.—In exercise of the powers conferred under Section 3 and sub-section 1(ii) of Section 5 of the Airports Authority of India Act, 1994 (No.55 of 1994), the Central Government hereby appoints Shri Praveen Garg, Additional Secretary & Financial Advisor, Ministry of Environment, Forest and Climate Change, who is holding charge of Financial Advisor, Ministry of Civil Aviation on additional charge basis, as part-time Member on the Board of Airports Authority of India with immediate effect for a period of three years or until a regular incumbent joins the post of Financial Advisor, Ministry of Civil Aviation or until further orders, whichever is earlier.

[F. No. AV-24015/2/2015-AAI-MOCA]

NARENDRA SINGH, Under Secy.

पृथ्वी विज्ञान मंत्रालय**(मौसम विज्ञान विभाग)**

नई दिल्ली, 3 जनवरी, 2020

का.आ. 55.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में, पृथ्वी विज्ञान मंत्रालय के अधीनस्थ कार्यालय भारत मौसम विज्ञान विभाग के अधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

1. मौसम कार्यालय, कटनी रोड, आनंद नगर, जबलपुर-482004
2. मौसम केंद्र, बेगमपेट एअरपोर्ट, हैदराबाद-500016

[फा. सं. मौविमनि हिं-3/2/2009-रा.भा.]

वाई. के. रेड्डी, उपमहानिदेशक (प्रशासन)

MINISTRY OF EARTH SCIENCES**(Meteorological Department)**

New Delhi, the 3rd January, 2020

S.O. 55.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976 (as amended in 1987, 2007 and 2011), the Central Government hereby notifies the following offices under the India Meteorological Department, a subordinate office of the Ministry of Earth Sciences whereof more than 80 percent staff have acquired working knowledge of Hindi.

1. Meteorological Office, Katani Road, Jabalpur- 482004
2. Meteorological Centre, Begumpet Airport, Hyderabad- 500016

[F. No. DGM H-3/2/2009-OL]

Y. K. REDDY, DDG (Administration)

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 जनवरी, 2020

का. आ. 56.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम एवं गैस मंत्रालय की अधिसूचना सं. का. आ. 1444(अ) तारीख 3/10/2018 एवं का. आ. 1445(अ) तारीख 3/10/2018 जो भारत के राजपत्र सं. 39 तारीख 30/09/2018 से 06/10/2018 को प्रकाशित की गई थी, द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में केरल राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की कोच्चि रिफाइनरी से सेलम तक द्रवित पेट्रोलियम गैस के परिवहन के लिए कोच्चि कोयम्बटूर सेलम पाइपलाइन परियोजना के माध्यम से कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 15/12/2018 से 20/02/2019 के बीच उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केंद्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केंद्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन किया जाता है;

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केंद्रीय सरकार में निहित होने कि बजाए, सभी विल्लंगमों से मुक्त, कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड में निहित होगा।

अनुसूची

राज्य: केरल

जिला: ऐरनाकुलम

तालुक: कुन्नाथुनाडू

नाम ग्राम	सर्वे नम्बर	क्षेत्रफल		
		हेक्टेयर	एरिया	वर्गमीटर
किज़ाक्कम्बलम (खण्ड सं. 25)	39 / 3	0	02	07
	39 / 4	0	13	56
	39 / 5	0	7	43
	40 / 9	0	7	45
	40 / 11	0	10	21
	40 / 16	0	00	45
	40 / 17	0	09	69
	44 / 7	0	08	96
	44 / 10	0	05	93
	44 / 11	0	01	56
	44 / 13	0	02	53
	44 / 14	0	02	91
	44 / 15	0	04	55
	44 / 16	0	10	41
	46 / 5	0	02	48
	46 / 6	0	03	55
	46 / 7	0	03	73
	46 / 8	0	08	02
	46 / 9	0	00	33
	46 / 10	0	03	50
	46 / 11	0	00	11
	46 / 17	0	01	05
	47 / 2	0	05	48
	58 / 11	0	02	73
	58 / 12	0	03	24
	58 / 13	0	02	11
	58 / 14	0	01	43
	58 / 15	0	03	66
	58 / 16	0	03	64
	59 / 1	0	01	85

किज़ाक्कम्बलम (खण्ड सं. 25)	59/2	0	08	91
	59/3	0	02	91
	59/4	0	02	51
	60/1	00	3	62
	60/3	0	08	94
	61/10	0	04	39
	62/10	0	02	88
	62/11	0	02	38
	62/12	0	05	06
	62/14	0	03	41
	62/15	0	02	12
	62/16	0	03	47
	63/2	0	02	32
	63/3	0	02	08
	63/5	0	02	18
	63/6	0	02	47
	63/7	0	02	48
	63/8	0	05	23
	63/9	0	10	86
	90/4	0	04	54
	90/6	0	04	48
	90/7	0	03	50
	90/10	0	04	21
	90/11	0	07	00
	91/11	0	04	87
	91/12	0	05	03
	91/13	0	06	35
	91/14	0	04	21
	91/15	0	02	18
	91/16	0	01	53
	91/17	0	02	51
	101/9	0	05	78
	101/10	0	04	68
	101/11	0	00	38
	101/12	0	00	24

मारमपिल्लि (खण्ड सं. 24)	49 / 1	0	00	32
	49 / 2	0	00	17
	54 / 7	0	00	22
	54 / 11	0	00	11

राज्य: केरल	जिला: ऐरनाकुलम		तालुक: आलुवा	
तुरवूर (खण्ड सं. 13)	27 / 4	0	04	65
	27 / 5	0	00	80
	27 / 6	0	03	62
	27 / 7	0	04	15
	27 / 15	0	03	25
	27 / 16	0	04	80
	30 / 1	0	02	60
	30 / 3	0	08	95
	30 / 4	0	02	65
	30 / 5	0	09	75
	30 / 6	0	06	75
	30 / 7	0	09	70
	30 / 8	0	04	95
	30 / 10	0	03	57
	36 / 1	0	17	45
	36 / 2	0	00	30
	36 / 3	0	06	15
	36 / 4	0	01	55
	37 / 1	0	08	10
	37 / 2	0	06	45
	37 / 3	0	05	28
	39 / 1	0	05	22
	39 / 2	0	04	55
	39 / 4	0	00	55
	39 / 11	0	02	95
	39 / 13	0	00	52
	40 / 13	0	00	30
	49 / 10	0	04	58
	49 / 11	0	02	30
	49 / 12	0	03	80
	49 / 13	0	05	93

तुरवूर (खण्ड सं. 13)	49/14	0	01	20
	49/15	0	05	90
	49/16	0	03	10
	50/4	0	09	42
	50/7	0	12	67
	90/2	0	04	05
आलुवा ईस्ट (खण्ड सं. 35)	163/5	0	00	22
	207/6	0	10	02
	208/4	0	00	49
	208/12	0	03	15
	208/15	0	00	47
	213/6	0	01	87
	213/7	0	02	23
	213/8	0	03	03
	213/9	0	00	61
	213/10	0	00	82
	213/11	0	03	06
	213/12	0	06	51
	213/13	0	08	97
	213/15	0	04	75
	218/5	0	00	08
	218/6	0	03	76
	218/7	0	00	63
	218/8	0	01	92
	218/9	0	04	24
	218/10	0	03	28
	218/11	0	00	95
	218/13	0	03	09
	218/16	0	03	59
	218/17	0	02	85
	218/18	0	03	20
कीज़माड (खण्ड सं. 32)	150/6	0	07	37
	153/8	0	00	22
	156/6	0	00	65
	279/13	0	01	52
	280/2	0	00	29
	282/8	0	00	20

कीजमाड (खण्ड सं. 32)	282 / 11	0	00	13
	282 / 13	0	00	37
	307 / 3	0	04	44
	307 / 5	0	03	06
वडक्कुम्बागम (खण्ड सं. 28)	192 / 6	0	00	97

[फा. सं. आर-12031 / 196 / 2017-ओआर-I / ई-19746]

पी. सोमाकुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 10th January, 2020

S.O. 56.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas Act S.O. No 1444 dated 03.10.2018 and S.O No. 1445 dated 03.10.2018 published in Govt. of India Gazette No. 39 dated 30.09.2018 to 06.10.2018, issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (Central Act 50 of 1962) (herein after referred to as said Act), the Central Government declared its intention to acquire the Right of User in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamilnadu.

AND, Whereas, the copies of the said Gazette notifications have been made available to the public between 15.12.2018 to 20.02.2019.

AND, Whereas, the Competent Authority in pursuance of sub section (1) of section 6 of the said Act has submitted his report to the Central Government.

AND, Whereas, the Central Government, after considering the said report, is satisfied that the Right of User in the said land specified in the schedule appended should be acquired.

Now, therefore in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declared that the Right of User in the Land specified in the schedule appended to this notification are hereby acquired.

AND, further, in exercise of powers conferred by sub section (4) of the section 6 of the said Act, the Central Government hereby directs that the Right Of User in the said lands shall, instead of vesting in the Central Government vest free from all encumbrances in the Kochi – Salem Pipeline Private Limited.

SCHEDULE**STATE : KERALA****DISTRICT : ERNAKULAM****TALUK : KUNNATHUNADU**

VILLAGE	SURVEY NUMBERS	AREA		
		HECTARES	ARES	SQ MTRS
KIZHAKKAMBALAM				
BLOCK NO. 25	39/3	0	02	07
	39/4	0	13	56
	39/5	0	07	43
	40/9	0	07	45
	40/11	0	10	21
	40/16	0	00	45
	40/17	0	09	69
	44/7	0	08	96
	44/10	0	05	93
	44/11	0	01	56

KIZHAKKAMBALAM	44/13	0	02	53
BLOCK NO. 25	44/14	0	02	91
	44/15	0	04	55
	44/16	0	10	41
	46/5	0	02	48
	46/6	0	03	55
	46/7	0	03	73
	46/8	0	08	02
	46/9	0	00	33
	46/10	0	03	50
	46/11	0	00	11
	46/17	0	01	05
	47/2	0	05	48
	58/11	0	02	73
	58/12	0	03	24
	58/13	0	02	11
	58/14	0	01	43
	58/15	0	03	66
	58/16	0	03	64
	59/1	0	01	85
	59/2	0	08	91
	59/3	0	02	91
	59/4	0	02	51
	60/1	0	03	62
	60/3	0	08	94
	61/10	0	04	39
	62/10	0	02	88
	62/11	0	02	38
	62/12	0	05	06
	62/14	0	03	41
	62/15	0	02	12
	62/16	0	03	47
	63/2	0	02	32
	63/3	0	02	08
	63/5	0	02	18
	63/6	0	02	47
	63/7	0	02	48
	63/8	0	05	23
	63/9	0	10	86
	90/4	0	04	54

KIZHAKKAMBALAM	90/6	0	04	48
BLOCK NO. 25	90/7	0	03	50
	90/10	0	04	21
	90/11	0	07	00
	91/11	0	04	87
	91/12	0	05	03
	91/13	0	06	35
	91/14	0	04	21
	91/15	0	02	18
	91/16	0	01	53
	91/17	0	02	51
	101/9	0	05	78
	101/10	0	04	68
	101/11	0	00	38
	101/12	0	00	24
MARAMPILLY	49/1	0	00	32
BLOCK NO.24	49/2	0	00	17
	54/7	0	00	22
	54/11	0	00	11

STATE : KERALA**DISTRICT : ERNAKULAM****TALUK : ALUVA**

THURAVOOR				
BLOCK. NO. 13	27/4	0	04	65
	27/5	0	00	80
	27/6	0	03	62
	27/7	0	04	15
	27/15	0	03	25
	27/16	0	04	80
	30/1	0	02	60
	30/3	0	08	95
	30/4	0	02	65
	30/5	0	09	75
	30/6	0	06	75
	30/7	0	09	70
	30/8	0	04	95
	30/10	0	03	57
	36/1	0	17	45
	36/2	0	00	30
	36/3	0	06	15

THURAVOOR	36/4	0	01	55
BLOCK. NO. 13	37/1	0	08	10
	37/2	0	06	45
	37/3	0	05	28
	39/1	0	05	22
	39/2	0	04	55
	39/4	0	00	55
	39/11	0	02	95
	39/13	0	00	52
	40/13	0	00	30
	49/10	0	04	58
	49/11	0	02	30
	49/12	0	03	80
	49/13	0	05	93
	49/14	0	01	20
	49/15	0	05	90
	49/16	0	03	10
	50/4	0	09	42
	50/7	0	12	67
	90/2	0	04	05
ALUVA EAST	163/5	0	00	22
BLOCK NO. 35	207/6	0	10	02
	208/4	0	00	49
	208/12	0	03	15
	208/15	0	00	47
	213/6	0	01	87
	213/7	0	02	23
	213/8	0	03	03
	213/9	0	00	61
	213/10	0	00	82
	213/11	0	03	06
	213/12	0	06	51
	213/13	0	08	97
	213/15	0	04	75
	218/5	0	00	08
	218/6	0	03	76
	218/7	0	00	63
	218/8	0	01	92
	218/9	0	04	24
	218/10	0	03	28

ALUVA EAST	218/11	0	00	95
BLOCK NO. 35	218/13	0	03	09
	218/16	0	03	59
	218/17	0	02	85
	218/18	0	03	20
KEEZHMA DU	150/6	0	07	37
BLOCK NO. 32	153/8	0	00	22
	156/6	0	00	65
	279/13	0	01	52
	280/2	0	00	29
	282/8	0	00	20
	282/11	0	00	13
	282/13	0	00	37
	307/3	0	04	44
	307/5	0	03	06
VADAKKUMBHAGAM				
BLOCK NO. 28	192/6	0	00	97

[F. No. R-12031/196/2017-OR-I/E-19746]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 10 जनवरी, 2020

का. आ. 57.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम एवं गैस मन्त्रालय की अधिसूचना सं. का. आ. 400 तारीख 11/02/2019 जो राजपत्र सं. 12 तारीख 17/03/2019 से 23/03/2019 एवं का. आ. 1696 तारीख 13/09/2019 जो भारत के राजपत्र सं. 38 तारीख 15/09/2019 से 21/09/2019 में प्रकाशित की गई थी, द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में केरल राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की कोच्चि रिफाइनरी से सेलम तक द्रवित पेट्रोलियम गैस के परिवहन के लिए कोच्चि कोयम्बटूर सेलम पाइपलाइन परियोजना के माध्यम से कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 27/04/2019 से 05/11/2019 के बीच उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केंद्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन किया जाता है ;

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केंद्रीय सरकार में निहित होने कि बजाए, सभी विल्लंगमों से मुक्त, कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड में निहित होगा।

अनुसूची

राज्य: केरल

जिला: ऐरनाकुलम

तालुक: कणयन्नूर

नाम ग्राम	सर्वे नम्बर	क्षेत्रफल (अनुमानित)		
		हेक्टेयर	एरिया	प्रति वर्गमीटर
त्रिवकाकरा उत्तर (खण्ड सं. 6)	151/10	0	06	64
	151/11	0	00	76
	152/2	0	06	00
	152/3	0	06	48
	153/1	0	07	50
	153/2	0	04	87
	153/3	0	06	78
	153/4	0	27	75
	154/4	0	00	16
	204/4	0	00	50
	204/10	0	06	10
	204/11	0	01	72
	105/1	0	00	28
	205/2	0	04	13
	205/3	0	05	91
	205/5	0	06	99
	205/6	0	05	71
	205/7	0	00	60
	206/1	0	05	30
	206/2	0	06	42
	206/5	0	08	90
	206/6	0	00	10
	206/7	0	00	12
	212/3	0	00	09
	212/4	0	07	27
	212/8	0	04	84
	212/9	0	01	88
	212/10	0	05	85
	212/11	0	02	95
	212/14	0	00	15
	271/ पीटी	0	15	50
	272/1	0	16	50

त्रिकाकरा उत्तर (खण्ड सं. 6)	273/1	0	10	05
	273/2	0	00	60
	273/3	0	07	80
	273/4	0	00	05
	273/5	0	02	80
	273/14	0	11	30
	338/2	0	04	50
	338/3	0	09	80
	353/2	0	07	80
	353/3	0	05	80
	353/4	0	04	40
	353/7	0	02	95
	353/10	0	06	70
	363/6	0	01	40
	363/7	0	00	02
	364/3	0	04	25
	364/4	0	02	30
	364/5	0	08	90
	364/7	0	00	05
	364/8	0	02	95
	365/7	0	14	40
	366/1	0	05	05
	366/2	0	06	06
	366/3	0	00	15
	366/4	0	02	65
	366/5	0	02	80
	366/6	0	04	60
	366/7	0	01	20
	369/1	0	13	84
	369/2	0	03	20
	369/3	0	04	10
	370/2	0	00	89
	370/3	0	01	40
	370/10	0	09	90
	370/11	0	06	70
	370/17	0	00	16

त्रिवकाकरा उत्तर (खण्ड सं. 6)	371/8	0	05	80
	371/9	0	00	60
	371/11	0	00	14
	371/13	0	00	66
	409/1	0	08	02
	409/3	0	00	45
	409/4	0	07	42
	409/5	0	02	20
	409/7	0	02	35
	409/9	0	01	10
	409/10	0	01	97
	410/2	0	01	14
	410/3	0	08	90
	411/1	0	22	00
	414	0	49	90
	417/1	0	08	10
	429/17	0	06	15
	431/14	0	23	65
	432/2	0	10	76
	432/6	0	13	50
	433/4	0	11	70
	439/8	0	24	52
	439/9	0	00	35

राज्य: केरल

जिला: ऐरनाकुलम

तालुक: कुन्नाथुनाडू

नाम ग्राम	सर्वे नम्बर	क्षेत्रफल (अनुमानित)		
		हेक्टेयर	एरिया	वर्गमीटर
कुन्नाथुनाडू (खंड सं. 36)	146/1	0	00	70
	146/2	0	07	20
	146/3	0	13	20
	147/7	0	22	00
	147/12	0	02	20
	150/2	0	04	95
	150/3	0	04	50
	150/4	0	03	60
	151/7	0	01	50
	151/8	0	04	55
	151/9	0	04	25

कुन्नाथुनाडू (खंड सं. 36)	151/10	0	04	20
	151/11	0	04	75
	152/9	0	07	80
	152/10	0	02	15
	152/11	0	02	95
	160/5	0	02	40
	160/6	0	02	00
	160/7	0	01	10
	160/16	0	10	30
	160/17	0	02	70
	161/11	0	06	70
	161/12	0	02	75
	161/13	0	02	40
	161/14	0	03	30
	161/15	0	02	50
	168/4	0	05	80
	168/5	0	03	40
	168/6	0	03	00
	168/7	0	02	60
	168/15	0	06	20
	169/1	0	02	70
	169/3	0	06	40
	169/5	0	08	70
	169/6	0	06	45
	169/7	0	02	55
	174/8	0	05	90
	174/16	0	02	45
	174/17	0	10	30
	174/18	0	05	00
	175/6	0	04	85
	175/7	0	03	00
	191/3	0	07	45
	191/4	0	02	50
	191/7	0	05	80
	192/3	0	09	10
	192/4	0	04	65

कुन्नाथुनाडू (खंड सं. 36)	192 / 6	0	04	15
	192 / 7	0	01	50
	193 / 2	0	04	75
	193 / 9	0	05	60
	194 / 1	0	08	35
	194 / 2	0	09	35
	194 / 3	0	08	50
	194 / 4	0	05	85
	200 / 2	0	11	50
	200 / 6	0	06	85
	358 / 1	0	01	95
	358 / 2	0	18	30
	359 / 1	0	04	30
	359 / 2	0	16	30
	383 / 4	0	00	65
	383 / 5	0	00	20
	385 / 7	0	10	50
	385 / 8	0	01	44
	385 / 9	0	00	51

[फा. सं. आर-12031 / 196 / 2017-ओआर-I / ई-19746]

पी. सोमाकुमार, अवर सचिव

New Delhi, the 10th January, 2020

S.O. 57.—Whereas by the Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 400 dated 11.02.2019 published in Govt. of India Gazette No. 12 dated 17.03.2019 to 23.03.2019 and S.O. No. 1696 dated 13.09.2019 published in the Govt. of India Gazette No. 38 dated 15.09.2019 to 21.09.2019 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (Central Act 50 of 1962) (herein after referred to as said Act), the Central Government declared its intention to acquire the Right of User in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamilnadu.

AND, whereas, the copies of the said Gazette Notifications have been made available to the public from 27.04.2019 and 05.11.2019 onwards.

AND, Whereas, the Competent Authority in pursuance of sub section (1) of section 6 of the said Act has submitted his report to the Central Government.

AND, Whereas, the Central Government, after considering the said report, is satisfied that the Right of User in the said land specified in the schedule appended should be acquired.

Now, therefore in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declared that the Right of User in the Land specified in the schedule appended to this notification are hereby acquired.

AND, further, in exercise of powers conferred by sub section (4) of the section 6 of the said Act, the Central Government hereby directs that the Right of User in the said lands shall, instead of vesting in the Central Government vest free from all encumbrances in the Kochi – Salem Pipeline Private Limited.

SCHEDULE**STATE : KERALA****DISTRICT : ERNAKULAM****TALUK : KANAYANNUR**

VILLAGE	SURVEY NUMBERS	AREA (Aprox)		
		HECTARES	ARES	SQ. METERS
THRIKKAKARA NORTH BLOCK NO. 6	151/10	0	06	64
	151/11	0	00	76
	152/2	0	06	00
	152/3	0	06	48
	153/1	0	07	50
	153/2	0	04	87
	153/3	0	06	78
	153/4	0	27	75
	154/4	0	00	16
	204/4	0	00	50
	204/10	0	06	10
	204/11	0	01	72
	105/1	0	00	28
	205/2	0	04	13
	205/3	0	05	91
	205/5	0	06	99
	205/6	0	05	71
	205/7	0	00	60
	206/1	0	05	30
	206/2	0	06	42
	206/5	0	08	90
	206/6	0	00	10
	206/7	0	00	12
	212/3	0	00	09
	212/4	0	07	27
	212/8	0	04	84
	212/9	0	01	88

	212/10	0	05	85
	212/11	0	02	95
	212/14	0	00	15
	271/pt	0	15	50
	272/1	0	16	50
	273/1	0	10	05
	273/2	0	00	60
	273/3	0	07	80
	273/4	0	00	05
	273/5	0	02	80
THRIKKAKARA NORTH BLOCK NO. 6	273/14	0	11	30
	338/2	0	04	50
	338/3	0	09	80
	353/2	0	07	80
	353/3	0	05	80
	353/4	0	04	40
	353/7	0	02	95
	353/10	0	06	70
	363/6	0	01	40
	363/7	0	00	02
	364/3	0	04	25
	364/4	0	02	30
	364/5	0	08	90
	364/7	0	00	05
	364/8	0	02	95
	365/7	0	14	40
	366/1	0	05	05
	366/2	0	06	06
	366/3	0	00	15
	366/4	0	02	65
	366/5	0	02	80
	366/6	0	04	60
	366/7	0	01	20
	369/1	0	13	84
	369/2	0	03	20

	369/3	0	04	10
	370/2	0	00	89
	370/3	0	01	40
	370/10	0	09	90
	370/11	0	06	70
	370/17	0	00	16
	371/8	0	05	80
	371/9	0	00	60
	371/11	0	00	14
	371/13	0	00	66
	409/1	0	08	02
	409/3	0	00	45
	409/4	0	07	42
	409/5	0	02	20
THRIKKAKARA NORTH BLOCK NO. 6	409/7	0	02	35
	409/9	0	01	10
	409/10	0	01	97
	410/2	0	01	14
	410/3	0	08	90
	411/1	0	22	00
	414	0	49	90
	417/1	0	08	10
	429/17	0	06	15
	431/14	0	23	65
	432/2	0	10	76
	432/6	0	13	50
	433/4	0	11	70
	439/8	0	24	52
	439/9	0	00	35

STATE : KERALA

DISTRICT : ERNAKULAM

TALUK : KUNNATHUNADU

VILLAGE	SURVEY NUMBERS	AREA (Aprox)		
		HECTARES	ARES	SQ METERS
KUNNATHUNADU BLOCK. NO. 36	146/1	0	00	70
	146/2	0	07	20
	146/3	0	13	20
	147/7	0	22	00

**KUNNATHUNADU
BLOCK. NO. 36**

147/12	0	02	20
150/2	0	04	95
150/3	0	04	50
150/4	0	03	60
151/7	0	01	50
151/8	0	04	55
151/9	0	04	25
151/10	0	04	20
151/11	0	04	75
152/9	0	07	80
152/10	0	02	15
152/11	0	02	95
160/5	0	02	40
160/6	0	02	00
160/7	0	01	10
160/16	0	10	30
160/17	0	02	70
161/11	0	06	70
161/12	0	02	75
161/13	0	02	40
161/14	0	03	30
161/15	0	02	50
168/4	0	05	80
168/5	0	03	40
168/6	0	03	00
168/7	0	02	60
168/15	0	06	20
169/1	0	02	70
169/3	0	06	40
169/5	0	08	70
169/6	0	06	45
169/7	0	02	55
174/8	0	05	90
174/16	0	02	45
174/17	0	10	30
174/18	0	05	00
175/6	0	04	85

KUNNATHUNADU

BLOCK. NO. 36	175/7	0	03	00
	191/3	0	07	45
	191/4	0	02	50
	191/7	0	05	80
	192/3	0	09	10
	192/4	0	04	65
	192/6	0	04	15
	192/7	0	01	50
	193/2	0	04	75
	193/9	0	05	60
	194/1	0	08	35
	194/2	0	09	35
	194/3	0	08	50
	194/4	0	05	85
	200/2	0	11	50
	200/6	0	06	85
	358/1	0	01	95
	358/2	0	18	30
	359/1	0	04	30
	359/2	0	16	30
	383/4	0	00	65
	383/5	0	00	20
	385/7	0	10	50
	385/8	0	01	44
	385/9	0	00	51

[F. No. R-12031/196/2017-OR-I/E-19746]

P. SOMAKUMAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 15 जनवरी, 2020

का. आ. 58.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है;

और, उक्त अनुसूची में वर्णित क्षेत्र में अंतर्विष्ट ब्योरे रेखांक संख्या सी- I(ई)III/जेजेएम/951/1119, तारीख 28 नवम्बर, 2019, का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान योजना और डिजाइन संस्थान लिमिटेड, गोंडवाना पॅलेस, कांके रोड, रांची - 834 001 के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या जिला कलक्टर, चंद्रपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है ;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति -

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; या
- (iii) उक्त अधिनियम की धारा (13) की उप-धारा (1) के अधीन पूर्वेक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, माजरी क्षेत्र, कुचाना, तहसील बरोरा, जिला चन्द्रपुर (महाराष्ट्र), या मुख्य प्रबंधक / विभागाध्यक्ष (भूमि और राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) को भेज सकेगा।

अनुसूची

न्यू माजरी के विस्तार भूमिगत से विवृत खान

माजरी क्षेत्र

जिला चंद्रपुर, महाराष्ट्र

[रेखांक संख्या सी- I(ई)।।।।जेजेएम/951/1119, तारीख 28 नवम्बर, 2019]

भाग - I

सभी अधिकार :

ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन			कुल	टिप्पणियां
				अभिधृति	सरकारी	वन		
पटाला	3	भद्रावती	चंद्रपुर	155.08	4.39	0.00	159.47	भाग
कुल :				155.08	4.39	0.00	159.47	

भाग - II

सभी अधिकार :

ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में			कुल क्षेत्रफल	टिप्पणियां
				अभिधृति	सरकारी	वन		
पटाला	3	भद्रावती	चंद्रपुर	67.30	1.16	0.00	68.46	भाग
कुल :				67.30	1.16	0.00	68.46	

कुल क्षेत्र (भाग I और भाग II) : 159.47 + 68.46= 227.93 हेक्टेयर (लगभग)

या 563.21 एकड़ (लगभग)

भाग - I

ग्राम पटाला में सीमा अर्जन के भीतर प्लॉट संख्यांक :

340/1, 340/2/अ- 340/2/ब- 340/2/क- 340/3, 341, 342, 343, 344, 345/1- 345/2, 346, 347/1- 347/2- 347/3, 348, 349, 350/1- 350/2, 351/1- 351/2- 351/3, 352, 353/1- 353/2, 354/1/अ- 354/1/ब- 354/2- 354/3अ- 354/3ब, 355, 356/1- 356/2- 356/3, 358/1- 358/2, 359, 367, 368, 376/1- 376/2, 377/1- 377/2, 378, 379/1- 379/2, 380, 381/1- 381/2, 382, 383, 384, 385/1- 385/2, 386, 387, 388, 391, 392, 393, 394, 395, 396, 397, 398/1- 398/2, 399-1- 399/2, 400/1- 400/2- 400/3, 401/1- 401/2, 402, 403, 404, 405, 406, 407/1- 407/2, 408, 409, 410/1- 410/2, 411, 412/1- 412/2, 413, 414, 415/1/अ- 415/1/ब- 415/2- 415/3/अ- 415/3/ब- 415/3/क- 415/4, 416/1- 416/2, 417/1- 417/2, 418, 419, 420, 421, 422/1- 422/2, 423, 424, 425, 426, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440/1- 440/2, 441 और सड़क.

Part – II

ग्राम पटाला में सीमा अर्जन के भीतर प्लॉट संख्यांक :

206, 208, 210, 235/1- 235/2, 236, 237, 238, 239, 240, 241, 242/1- 242/2, 260, 261/1- 261/2- 261/3- 261/4- 261/5, 262, 263, 264, 265, 266, 267, 268/1- 268/2, 269, 270, 271/1- 271/2, 370/1- 370/2, 450, 451, 452, 453, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472 और सड़क.

सीमा – वर्णन :

भाग - I

क – ख : रेखा, ग्राम पटाला में वर्धा नदी के किनारे पर स्थित बिन्दु 'क' से आरंभ होती है और दक्षिण-पूर्व दिशा से होती हुई बिन्दु 'ख' पर मिलती है।

- ख - ग : रेखा, बिन्दु 'ख' से आरंभ होती है और उत्तर-पूर्व दिशा में केन्द्रीय रेल लाईन से लगकर होती हुई माजरी-पटाला सड़क किनारे पर बिन्दु 'ग' पर मिलती है।
- ग - घ : रेखा, बिन्दु 'ग' से आरंभ होकर उत्तर-पश्चिम दिशा में माजरी-पटाला सड़क से लगकर होती हुई ग्राम पटाला में बिन्दु 'घ' पर मिलती है।
- घ - ड. : रेखा, बिन्दु 'घ' से आरंभ होकर उत्तर-पश्चिम दिशा में प्लाट संख्यांक 356/1- 356/2- 356/3, 359, 391, 388, 379/1- 379/2, 367, 368 की बाह्य सीमा से होती हुई बिन्दु 'ड.' पर मिलती है।
- ड.- क : रेखा, ग्राम बीना में बिन्दु 'ड.' से आरंभ होकर दक्षिण दिशा में होती हुई पटाला-माजरी सड़क पार कर दक्षिण-पश्चिम दिशा में पूर्व में अधिग्रहित भूमि की बाह्य सीमा से होती हुई आरंभिक बिन्दु 'क' पर समाप्त होती है।

भाग - II

- च - छ : रेखा, ग्राम पटाला में बिन्दु 'च' से आरंभ होकर उत्तर दिशा में होती हुई पटाला-माजरी सड़क पार करती है और उत्तर-पश्चिम दिशा में पहले ही अर्जित भूमि की बाह्य सीमा से लगकर होती हुई बिन्दु 'छ' पर मिलती है।
- छ - ज : रेखा, बिन्दु 'छ' से आरंभ होकर पश्चिम दिशा में पहले ही अर्जित भूमि की बाह्य सीमा से लगकर होती हुई बिन्दु 'ज' पर मिलती है।
- ज - झ : रेखा, बिन्दु 'ज' से आरंभ होकर उत्तर दिशा में पहले ही अर्जित भूमि की बाह्य सीमा से लगकर होती हुई बिन्दु 'झ' पर मिलती है।
- झ - ञ : रेखा, बिन्दु 'झ' से आरंभ होकर पश्चिम दिशा में पहले ही अर्जित भूमि की बाह्य सीमा से होती हुई प्लाट संख्या 206 की उत्तर-पश्चिम कोना पर बिन्दु 'ञ' पर मिलती है।
- ञ - ट : रेखा, बिन्दु 'ञ' से प्रारंभ होती है और पश्चिम दिशा में होती हुई प्लाट संख्यांक 206, 208, 210, 235/1- 235/2 की बाह्य सीमा से गुजरती है और बिन्दु 'ट' पर मिलती है।
- ट-ठ-ड : रेखा, बिन्दु 'ट' से प्रारंभ होती है और पूर्व दिशा में बिन्दु 'ठ' से होती हुई फिर दक्षिण दिशा में प्लाट संख्यांक 262, 263 की बाह्य सीमा से होती हुई सड़क पार कर बिन्दु 'ड' पर मिलती है।
- ड-ढ-ण : रेखा, बिन्दु 'ड' से आरंभ होकर पूर्व दिशा में बिन्दु 'ढ' से होती हुई प्लाट संख्या 469 की बाह्य सीमा से होकर दक्षिण दिशा में होती हुई वर्धा नदी के उत्तरी तट पर स्थित बिन्दु 'ण' पर मिलती है।
- ण - च : रेखा बिन्दु 'ण' से आरंभ होकर दक्षिण-पूर्व दिशा में वर्धा नदी के उत्तरी तट से लगकर होती हुई आरंभिक बिन्दु 'च' पर समाप्त होती है।

[फा. सं. 43015/18/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 15th January, 2020

S. O. 58.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, Whereas, the plan bearing number C-I(E)/III/JJM/951/1119, dated the 28th November, 2019 containing the details of the area described in the said Schedule can be inspected at the office of the Western Coalfields limited (Revenue Department), Coal Estate, Civil Lines, Nagpur- 440 001 (Maharashtra) or at the office of the Chief General

Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi – 834 001 or at the office of the Coal Controller, 1, Council House Street, Kolkata – 700 001 or at the office of the District Collector, Chandrapur (Maharashtra);

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the lands described in the said Schedule.

Any persons interested in the land described in the said Schedule may –

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land ; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 of the said Act ; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the Area General Manager, Western Coalfields Limited, Majri Area, Post Kuchana, Tahsil Warora, District Chandrapur (Maharashtra) or Chief Manager/Head of Department (Land and Revenue), Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Expansion of New Majri Underground to Opencast Mine

Majri Area

District Chandrapur, Maharashtra

[Plan bearing number C-I(E)/III/JJM/951/1119, dated the 28th November, 2019]

Part – I

All Rights:

Name of Village	Patwari Circle number	Tahsil	District	Description of land			Total	Remarks
				Tenancy	Government	Forest		
Patala	3	Bhadravati	Chandrapur	155.08	4.39	0.00	159.47	Part
Total :				155.08	4.39	0.00	159.47	

Part – II

All Rights:

Name of Village	Patwari Circle number	Tahsil	District	Description of land			Total	Remarks
				Tenancy	Government	Forest		
Patala	3	Bhadravati	Chandrapur	67.30	1.16	0.00	68.46	Part
Total :				67.30	1.16	0.00	68.46	

Total area (Part I and Part II): 159.47 + 68.46 = 227.93 hectares (approximately)
or 563.21 acres (approximately)

Part – I

Plot numbers within acquisition of boundary in village Patala :

340/1, 340/2/A- 340/2/B- 340/2/C- 340/3, 341, 342, 343, 344, 345/1- 345/2, 346, 347/1- 347/2- 347/3, 348, 349, 350/1- 350/2, 351/1- 351/2- 351/3, 352, 353/1- 353/2, 354/1/A- 354/1/B- 354/2- 354/3A- 354/3B, 355, 356/1- 356/2- 356/3, 358/1- 358/2, 359, 367, 368, 376/1- 376/2, 377/1- 377/2, 378, 379/1- 379/2, 380, 381/1- 381/2, 382, 383, 384, 385/1- 385/2, 386, 387, 388, 391, 392, 393, 394, 395, 396, 397, 398/1- 398/2, 399-1- 399/2, 400/1- 400/2- 400/3, 401/1- 401/2, 402, 403, 404, 405, 406, 407/1- 407/2, 408, 409, 410/1- 410/2, 411, 412/1- 412/2, 413, 414, 415/1/A- 415/1/B- 415/2- 415/3/A- 415/3/B- 415/3/C- 415/4, 416/1- 416/2, 417/1- 417/2, 418, 419, 420, 421, 422/1- 422/2, 423, 424, 425, 426, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440/1- 440/2, 441 and road.

Part – II

Plot numbers within acquisition of boundary in village Patala :

206, 208, 210, 235/1- 235/2, 236, 237, 238, 239, 240, 241, 242/1- 242/2, 260, 261/1- 261/2- 261/3- 261/4- 261/5, 262, 263, 264, 265, 266, 267, 268/1- 268/2, 269, 270, 271/1- 271/2, 370/1- 370/2, 450, 451, 452, 453, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472 and road.

Boundary description:

Part – I

- A – B : Line starts from point 'A' on the bank of Wardha river passes in south-east direction and meets at point 'B' in village Patala.
- B – C : Line starts from point 'B' and passes parallel to central railway line in north-east direction and meets at point 'C' on the road in village Patala.
- C – D : Line starts from point 'C' passes in north-east direction along the Majri-Patala road and meets at point 'D'.
- D – E : Line starts from point 'D' passes through Patala village in north-west direction along the outer boundary of plot numbers 356/1- 356/2- 356/3, 359, 391, 388, 379/1- 379/2, 367, 368 and meets at point 'E'.
- E – A : Line starts from point 'E' passes in south direction, crosses the Patala-Majri road then passes in south-west direction along the outer boundary of already acquired land and end at starting point 'A'.

Part – II

- F – G : Line starts from point 'F' passes in north direction and crosses the Patala Majri road then passes in north-west direction along the outer boundary of land already acquired and meets at point 'G'.
- G – H : Line starts from point 'G' passes in west direction along the outer boundary of already acquired land and meets at point 'H'.
- H – I : Line starts from point 'H' passes in north direction along the outer boundary of already acquired land and meets at point 'I'.
- I – J : Line starts from point 'I' passes along the outer boundary of already acquired land in west direction and meets at point 'J' on the road.
- J – K : Line starts from point 'J' and passes in south direction along the outer boundary of plot numbers 206, 208, 210, 235/1- 235/2 and meets at point 'K' in village Patala.
- K-L-M : Line starts from point 'K' passes in east direction through point 'L' then passes in south direction along the outer boundary of plot numbers 262, 263, then crosses the road and meets at point 'M'.

- M-N-O : Line starts from point 'M' passes in east direction through point 'N' and passes along west boundary of plot number 469 then passes in south direction and meets at point 'O' on the bank of Wardha river.
- O – F : Line starts from point 'O' passes in south-east direction parallel to north bank of Wardha river and ends at starting point 'F'.

[F. No. 43015/18/2019-LA&IR]

RAM SHIROMANI SAROJ , Dy. Secy.

नई दिल्ली, 15 जनवरी, 2020

का.आ. 59.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी भारत सरकार ने कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का. आ. 877, तारीख 27 मई, 2019, जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 1 जून, 2019 में प्रकाशित की गई थी, उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 974.98 हेक्टर (लगभग) या 2409.17 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उक्त भूमि के भाग में कोयला अभिप्राप्य है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 974.98 हेक्टर (लगभग) या 2409.17 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्यांक सी - I(ई) III/जेजेएम/950/1119, तारीख 27 नवम्बर, 2019 का निरीक्षण कलक्टर, जिला चंद्रपुर, महाराष्ट्र के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700 001 के कार्यालय में या विभागाध्यक्ष (भूमि और राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड, कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 महाराष्ट्र के कार्यालय में किया जा सकता है।

टिप्पण 2 : पूर्वोक्त अधिनियम की उपधारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबंध है:-

"8. अर्जन की बाबत आपत्तियां.-- (1) कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितबद्ध है, अधिसूचना के जारी किए जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण: इस धारा के अंतर्गत यह आपत्ति नहीं मानी जाएगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी और जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न

टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार हो, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3: केन्द्रीय सरकार ने कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 को उक्त अधिनियम के अधीन अधिसूचना संख्या का. आ. 2519, तारीख 27 मई, 1983 जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 11 जून, 1983 में प्रकाशित की गयी थी, द्वारा सक्षम प्राधिकारी नियुक्त किया गया है।

अनुसूची

समामेलित एकोणा - I और II विवृत्त खान

माजरी क्षेत्र

जिला चंद्रपुर (महाराष्ट्र)

[रेखांक संख्या सी - I(ई)III/जेजेएम/950/1119, तारीख 27 नवम्बर, 2019]

भाग - I

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन (हेक्टेयर में)			कुल (हेक्टेयर में)	टिप्पणियां
					अभिधृति	सरकारी	वन		
1	एकोणा	11	वरोरा	चंद्रपुर	37.08	0.50	-	37.58	भाग
2	मार्डी	11	वरोरा	चंद्रपुर	172.63	7.80	-	180.43	भाग
3	वनोजा	11	वरोरा	चंद्रपुर	320.03	18.75	-	338.78	भाग
4	चरूर खटी	10	वरोरा	चंद्रपुर	56.03	3.02	-	59.05	भाग
5	नायदेव	10	वरोरा	चंद्रपुर	68.93	1.19	-	70.12	भाग
6	नगाला रिठ	10	वरोरा	चंद्रपुर	76.89	3.86	0.62	81.37	भाग
योग :					731.59	35.12	0.62	767.33	

भाग - II

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन (हेक्टेयर में)			कुल क्षेत्रफल	टिप्पणियां
					अभिधृति	सरकारी	वन		
1	एकोणा	11	वरोरा	चंद्रपुर	53.55	3.58	-	57.13	भाग
2	मार्डी	11	वरोरा	चंद्रपुर	143.43	7.09	-	150.52	भाग
योग :					196.98	10.67	0.00	207.65	-

महा योग : (भाग-I और भाग II): 767.33 +207.65= 974.98 हेक्टेयर (लगभग)

या 2409.17 एकड़ (लगभग)

भाग - I

(1) ग्राम एकोणा में अर्जित किए जाने वाले प्लॉट संख्यांक :

82/1- 82/2- 82/3, 85, 86, 93/1अ-93/1ब, 93/2, 94, 95, 96, 117, 118, 119, 120/1अ -120/1ब, 120/2, 121/1-121/2, 122/1, 122/2, 123, 124, 125, 126, 127, 128, 134, 135/1-135/2-135/3, सड़क.

(2) ग्राम बनोजा में अर्जित किए जाने वाले प्लॉट संख्यांक :

32/1- 32/2, 34/1अ- 34/1ब- 34/2अ- 34/2ब- 34/2क, 35, 36, 37, 38, 39, 43, 44, 45/1- 45/2अ- 45/2ब, 46/1- 46/2, 47/1- 47/2अ- 47/2ब- 47/2क/1- 47/2क/2, 48/1- 48/2, 49/1अ- 49/1ब- 49/2, 50, 51, 52/1- 52/2अ- 52/2ब- 52/2क- 52/2ड, 53/1- 53/2- 53/3, 54, 55/1- 55/2अ/1- 55/2अ/2अ- 55/2अ/2ब- 55/2ब- 55/2क- 55/2ड- 55/3, 56/1- 56/2, 57, 58, 59/1- 59/2, 60/1- 60/2, 61/1- 61/2- 61/3, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79/1- 79/2- 79/3अ- 79/3ब, 80/1- 80/2, 81/1- 81/2, 82/1- 82/2, 83, 84/1अ/1- 84/1अ/2- 84/1ब- 84/1क- 84/2, 85/1, 97, 98, 99, 100, 101/1- 101/2, 102, 103, 104/1- 104/2- 104/3, 105/1- 105/2, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116/1- 116/2- 116/3, 117/1- 117/2, 118, 119, 120, 121, 122, 123/1अ- 123/1ब- 123/2, 124, 125, 126, 127, 128/1- 128/2, 129, 130, 131, 133, 132, 135, 136/1- 136/2- 136/3, 137, 138, 139/1- 139/2, 140/1- 140/2, 141/1अ- 141/1ब- 141/1क- 141/2, 142, 143, 144/1- 144/2, 145, 146/1- 146/2, 147, 148, 149/1- 149/2- 149/3, 150, 151, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2- 169/3, 170, 171/1- 171/2, 172/1- 172/2, 173, 174, 175, 176/1अ- 176/1ब- 176/2, 177/1- 177/2, 178/1- 178/2- 178/3, 179, 180/1- 180/2, 181, 182, 183, 184, 185, 186, 187, 188, 189/1- 189/2- 189/3, 190, 191, 192, 193/1- 193/2- 193/3, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206/1- 206/3, 207/1- 207/2- 207/3, 208, 209, 210, 211, 212/1- 212/2, 213, 214, 224, 225/1- 225/3, 226, 227/1- 227/3, 228/1अ- 228/1ब- 228/1क- 228/2- 228/2अ- 228/2ब- 228/2क, 230, 461, 462/1- 462/2, 463, 464, 465, 466, 467, 468, 470, सड़क, नाला.

(3) ग्राम चरूर खटी में अर्जित किए जाने वाले प्लॉट संख्यांक :

412, 413, 414, 415, 416, 417, 418, 419, 420, 451, 452, 453, 454, 455, 456, 457, 458, 459/1- 459/2, 460, 461/1- 461/2, 462, 463, 465/1- 465/2/1- 465/2/2- 465/2/3, 493, 494, 516, सड़क, नाला.

(4) ग्राम मारडा में अर्जित किए जाने वाले प्लॉट संख्यांक :

116, 117, 118/1- 118/2, 119, 120, 121, 122, 123, 124, 126/1- 126/2, 127, 128, 129अ- 129ब/1- 129ब/2, 130/1- 130/2, 131, 133/1- 133/2, 134/1- 134/2, 135, 136, 149/1- 149/2अ- 149/2ब, 150,

151/1- 151/2, 152, 153, 154, 155/1- 155/2अ- 155/2ब, 156, 157, 158, 159, 160, 161/1- 161/2, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171, 172, 173/1- 173/2- 173/3, 174, 175/1- 175/2- 175/3, 176, 177, 178, 179/1- 179/2, 180/1- 180/2, 181/1- 181/2- 181/3- 181/4, 182/1- 182/2, 183, 184/1- 184/2, 185/1- 185/2, 186/1- 186/2, 187/1- 187/2, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205/1- 205/2अ- 205/2ब, 206/1- 206/2, 207, 208, 209, 210, 211, 212, 213/1- 213/2, 214, 215, 216/1- 216/2- 216/3- 216/4, 217/1- 217/2, 218/1- 218/2, 219, 224, 247, 251, 252, 253, 254, 255/1- 255/2- 255/3, 256, 257, 258, 259, 260, 261, 262, 263, 266, 304, 305, 306/1- 306/2, 307, 308/1- 308/2- 308/3, 309, 310, 313, 314, सड़क.

(5) ग्राम नायदेव में अर्जित किए जाने वाले प्लॉट संख्यांक :

9, 10, 11/1- 11/2, 12/1- 12/2- 12/3, 13/1- 13/2, 14, 15, 16, 17, 18/1अ- 18/1ब- 18/2- 18/3- 18/4, 19, 20/1- 20/2, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1- 31/2, 32/1- 32/2, 33, 34, 35, 36/1- 36/2- 36/3, 37, 38/1- 38/2अ- 38/2ब, 39, 40/1- 40/2, 41/1- 41/2, 42/1- 42/2, 43/1- 43/2, 44/1- 44/2- 44/3, 45/1अ- 45/1ब- 45/1क- 45/2अ- 45/2ब- 45/2क- 45/3अ- 45/3ब- 45/3क, 46/2अ- 46/2ब.

(6) ग्राम नगाला रिठ में अर्जित किए जाने वाले प्लॉट संख्यांक :

1, 2/1- 2/2, 3/1- 3/2अ- 3/2ब- 3/2क, 4, 5, 6/1- 6/2- 6/3, 7/1- 7/2, 8, 9, 10अ- 10ब, 11/1अ- 11/1ब- 11/2अ- 11/2ब, 12, 13/1- 13/2- 13/3, 14, 15, 16, 17, 18, 19, 20, 21/1- 21/2, 22, 23/1अ- 23/1ब- 23/2, 24/1- 24/2- 24/3, 25, 29, नाला, सड़क.

भाग - II

(1) ग्राम एकोणा में अर्जित किए जाने वाले प्लॉट संख्यांक :

164/1/1- 164/1/2- 164/2ब- 164/2अ, 165, 166, 167/1- 167/2, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177/1- 177/2, 178/1- 178/2, 180/1अ- 180/1ब- 180/2- 180/3- 180/4- 180/5- 180/6- 180/7- 180/8, 181/1- 181/2- 181/3- 181/4, 182/1/अ- 182/1/ब- 182/2/अ- 182/2/ब, 183/1अ- 183/1ब- 183/2- 183/3अ- 183/3ब- 183/4- 183/5, 184/1- 184/2, 185/1- 185/2, 190, 191, 192, 193, सरकारी भूमि.

(2) ग्राम मारडा में अर्जित किए जाने वाले प्लॉट संख्यांक :

2, 3, 4, 5, 6/1अ- 6/1ब- 6/2अ- 6/2ब, 7, 8, 9, 10/1अ- 10/1ब- 10/1क- 10/1ड- 10/2- 10/3- 10/4, 11, 12, 13/1- 13/2, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24, 25, 26, 27, 28, 29, 30, 31, 32/1- 32/2, 33, 34, 35, 36, 37, 38, 39/1/अ- 39/1/ब- 39/2, 40, 41, 42, 43, 44, 45/1- 45/2, 46/1- 46/2, 47, 48, 49/1/अ- 49/1/ब- 49/2, 50, 51, 52/1अ- 52/1ब- 52/1/क/1- 52/1/क/2- 52/2, 53/1- 53/2- 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68अ- 68ब- 68क, 69/1- 69/2- 69/3- 69/4- 69/5, 70/1- 70/2, 71, 72,

73, 74, 76/1- 76/2, 275, 276, 277, 278/1- 278/2, 279, 280, 281, 282, 283, 284, 285, 286, 320/1- 320/2, 321/1- 321/2- 321/3, 323, 324, 441, 442, सड़क, नाला.

सीमा – वर्णन:

भाग - I

- क – ख : रेखा ग्राम वनोजा में सड़क पर स्थित बिन्दु 'क' से आरंभ होकर उत्तर-पश्चिम दिशा से गुजरती है और बिन्दु 'ख' पर मिलती है।
- ख – ग : रेखा बिन्दु 'ख' से आरंभ होकर ग्राम वनोजा से गुजरती है और ग्राम वनोजा में सड़क पर स्थित बिन्दु 'ग' पर मिलती है।
- ग - घ : रेखा ग्राम वनोजा में सड़क पर स्थित बिन्दु 'ग' से आरंभ होकर उत्तर-पूर्व दिशा से होती हुई नहर पार गुजरती है और ग्राम वनोजा और ग्राम नागाडा रीठ की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'घ' पर मिलती है।
- घ - ड. : रेखा बिन्दु 'घ' से आरंभ होकर उत्तर दिशा से होती हुई नहर पार करती हुई ग्राम नागाडा रीठ और ग्राम नायदेव की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ड.' पर मिलती है।
- ड.-च-छ : रेखा बिन्दु 'ड.' से आरंभ होकर उत्तर दिशा में ग्राम नायदेव से होती हुई बिन्दु 'च' पर मिलती है फिर पश्चिम दिशा से होती हुई ग्राम नायदेव और ग्राम चरूर खटी की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'छ' पर मिलती है।
- छ-ज-झ : रेखा बिन्दु 'छ' से आरंभ होकर पश्चिम दिशा में ग्राम चरूर खटी से होती हुई बिन्दु 'ज' पर मिलती है फिर दक्षिण-पूर्व दिशा में एकोणा - । ओ.सी. परियोजना के लिये पूर्व में अर्जित की गई भूमि की सीमा से लगकर होती हुई नहर पार करती है और ग्राम चरूर खटी और ग्राम वनोजा की सम्मिलित ग्राम सीमा पर स्थिति बिन्दु 'झ' पर मिलती है।
- झ – ञ : रेखा बिन्दु 'झ' से आरंभ होकर दक्षिण दिशा में ग्राम चरूर खटी और ग्राम वनोजा की सम्मिलित ग्राम सीमा से लगकर होती हुई फिर ग्राम वनोजा में एकोणा - । ओ.सी. खदान के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर गुजरती हुई ग्राम वनोजा और ग्राम मारडा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ञ' पर मिलती है।
- ञ – ट : रेखा बिन्दु 'ञ' से आरंभ होकर ग्राम मारडा में एकोणा - । ओ.सी. के लिये पूर्व में अधिग्रहीत भूमि से लगकर होती हुई ग्राम एकोणा और ग्राम मारडा की सम्मिलित ग्राम सीमा स्थित बिन्दु 'ट' पर मिलती है।
- ट - ठ : रेखा बिन्दु 'ट' से आरंभ होकर ग्राम एकोणा - । ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई नहर के दक्षिण तट पर स्थित बिन्दु 'ठ' पर मिलती है।
- ठ - ड : रेखा ग्राम एकोणा में बिन्दु 'ठ' से आरंभ होकर नहर के दक्षिण तट से लगकर पश्चिम दिशा से होती हुई बिन्दु 'ड' पर मिलती है।
- ड - ढ : रेखा बिन्दु 'ड' से आरंभ होकर दक्षिण दिशा से होती हुई सड़क पार करती है फिर एकोणा - । ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई ग्राम एकोणा और ग्राम मारडा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ढ' पर मिलती है।
- ढ - ण : रेखा बिन्दु 'ढ' से आरंभ होकर ग्राम मारडा में दक्षिण-पूर्व दिशा में एकोणा - । ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई सड़क पर स्थित बिन्दु 'ण' पर मिलती है।

- ण - त : रेखा बिन्दु 'ण' से आरंभ होकर ग्राम मार्डा में दक्षिण-पूर्व दिशा में एकोणा - I ओसी खदान के लिये पूर्व में अर्जित भूमि की बाह्य सीमा से लगकर होती हुई बिन्दु 'त' पर मिलती है।
- त - थ : रेखा बिन्दु 'त' से आरंभ होकर दक्षिण-पश्चिम दिशा से होती हुई एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर गुजरती है और ग्राम मार्डा में बिन्दु 'थ' पर मिलती है।
- थ - क : रेखा बिन्दु 'थ' से आरंभ होकर पूर्व दिशा में सड़क से लगकर सड़क से लगकर गुजरती है और ग्राम बनोजा में सड़क पर स्थित आरंभिक बिन्दु 'क' पर समाप्त होती है।

भाग - II

- द - ध : रेखा वर्धा नदी के उत्तर तट पर स्थित बिन्दु 'द' से आरंभ होकर ग्राम मार्डा में दक्षिण-पूर्व दिशा से होती हुई बिन्दु 'ध' पर मिलती है।
- ध - न : रेखा ग्राम मार्डा में बिन्दु 'ध' से आरंभ होकर पूर्व दिशा में सड़क से लगकर होती हुई सड़क पर स्थित बिन्दु 'न' पर मिलती है।
- न - प : रेखा बिन्दु 'न' से आरंभ होकर उत्तर दिशा में एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई बिन्दु 'प' पर मिलती है।
- प - फ : रेखा बिन्दु 'प' से आरंभ होकर उत्तर-पश्चिम दिशा में एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई सड़क पार करती है फिर दूसरी सड़क से लगकर होती हुई सड़क पर स्थित बिन्दु 'फ' पर मिलती है।
- फ - ब : रेखा बिन्दु 'फ' से आरंभ होकर ग्राम एकोणा में एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई बिन्दु 'ब' पर मिलती है।
- ब - भ : रेखा ग्राम एकोणा में बिन्दु 'ब' से आरंभ होकर एकोणा - II ओसी खदान के लिये पूर्व में अर्जित भूमि की सीमा से लगकर होती हुई वर्धा नदी के पूर्वी तट पर स्थित बिन्दु 'भ' पर मिलती है।
- भ - द : रेखा बिन्दु 'भ' से आरंभ होकर दक्षिण-पूर्व दिशा में वर्धा नदी के उत्तरी तट पर स्थित आरंभिक बिन्दु 'द' पर समाप्त होती है।

[फा. सं. 43015/7/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 15th January, 2020

S. O.59 .—Whereas by the notification of the Government of India in the Ministry of Coal number S. O. 877, dated the 27th May, 2019 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 1st June, 2019, the Central Government gave notice of its intention to prospect for coal in 974.98 hectares (approximately) or 2409.17 acres (approximately) of the land in the locality specified in the Schedule annexed to that notification ;

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 974.98 hectares (approximately) or 2409.17 acres (approximately) and all rights in or over the said land as described in the Schedule appended hereto;

Note 1: The plan bearing number C-I (E)III/JJM/950/1119, dated the 27th November, 2019 of the area covered by this notification may be inspected in the office of the Collector, District Chandrapur, Maharashtra or in the office of the Coal Controller, 1 Council House Street, Kolkata - 700 001 or in the office of the Head of Department (Land and Revenue), Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur - 440 001, Maharashtra;

Note 2: Attention is hereby invited to the provisions of section 8 of the aforesaid Act which provides as follows:-

“ 8. Objections to acquisition.-- (1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.--It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act ”.

Note 3: The Coal Controller, 1, Council House Street, Kolkata - 700 001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S. O. 2519, dated the 27th May, 1983, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 11th June, 1983.

SCHEDULE

Amalgamated Yekona – I and II Opencast Mine

Majri Area

District Chandrapur (Maharashtra)

[Plan bearing number C-I (E)III/JJM/950/1119, dated the 27th November, 2019]

Part – I

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land (in hectares)			Total (in hectares)	Remarks
					Tenancy	Government	Forest		
1	Yekona	11	Warora	Chandrapur	37.08	0.50	-	37.58	Part
2	Marda	11	Warora	Chandrapur	172.63	7.80	-	180.43	Part
3	Wanoja	11	Warora	Chandrapur	320.03	18.75	-	338.78	Part
4	Charur Khati	10	Warora	Chandrapur	56.03	3.02	-	59.05	Part
5	Naydeo	10	Warora	Chandrapur	68.93	1.19	-	70.12	Part
6	Nagala Rith	10	Warora	Chandrapur	76.89	3.86	0.62	81.37	Part
Total :					731.59	35.12	0.62	767.33	

Part – II

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land (in hectares)			Total (in hectares)	Remarks
					Tenancy	Government	Forest		
1	Yekona	11	Warora	Chandrapur	53.55	3.58	-	57.13	Part
2	Marda	11	Warora	Chandrapur	143.43	7.09	-	150.52	Part
Total :					196.98	10.67	-	207.65	

Grand Total : (Part I and Part II): 767.33+ 207.65 = 974.98 hectares (approximately)
or 2409.17 acres (approximately)

Part – I

(1) Plot numbers to be acquired in village Yekona :

82/1- 82/2- 82/3, 85, 86, 93/1A-93/1B, 93/2, 94, 95, 96, 117, 118, 119, 120/1A -120/1B, 120/2, 121/1-121/2, 122/1, 122/2, 123, 124, 125, 126, 127, 128, 134, 135/1-135/2-135/3, road.

(2) Plot numbers to be acquired in village Wanoja :

32/1- 32/2, 34/1A- 34/1B- 34/2/A- 34/2/B- 34/2/C, 35, 36, 37, 38, 39, 43, 44, 45/1- 45/2/A- 45/2/B, 46/1- 46/2, 47/1- 47/2A- 47/2B- 47/2C/1- 47/2C/2, 48/1- 48/2, 49/1/A- 49/1/B- 49/2, 50, 51, 52/1- 52/2A- 52/2B- 52/2C- 52/2D, 53/1- 53/2- 53/3, 54, 55/1- 55/2A/1- 55/2A/2A- 55/2A/2B- 55/2B- 55/2C- 55/2D- 55/3, 56/1- 56/2, 57, 58, 59/1- 59/2, 60/1- 60/2, 61/1- 61/2- 61/3, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79/1- 79/2- 79/3/A- 79/3/B, 80/1- 80/2, 81/1- 81/2, 82/1- 82/2, 83, 84/1A/1- 84/1A/2- 84/1B- 84/1C- 84/2, 85/1, 97, 98, 99, 100, 101/1- 101/2, 102, 103, 104/1- 104/2- 104/3, 105/1- 105/2, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116/1- 116/2- 116/3, 117/1- 117/2, 118, 119, 120, 121, 122, 123/1A- 123/1B- 123/2, 124, 125, 126, 127, 128/1- 128/2, 129, 130, 131, 133, 132, 135, 136/1- 136/2- 136/3, 137, 138, 139/1- 139/2, 140/1- 140/2, 141/1/A- 141/1/B- 141/1/C- 141/2, 142, 143, 144/1- 144/2, 145, 146/1- 146/2, 147, 148, 149/1- 149/2- 149/3, 150, 151, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2- 169/3, 170, 171/1- 171/2, 172/1- 172/2, 173, 174, 175, 176/1/A- 176/1/B- 176/2, 177/1- 177/2, 178/1- 178/2- 178/3, 179, 180/1- 180/2, 181, 182, 183, 184, 185, 186, 187, 188, 189/1- 189/2- 189/3, 190, 191, 192, 193/1- 193/2- 193/3, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206/1- 206/3, 207/1- 207/2- 207/3, 208, 209, 210, 211, 212/1- 212/2, 213, 214, 224, 225/1- 225/3, 226, 227/1- 227/3, 228/1/A- 228/1/B- 228/1/C- 228/2/A- 228/2/B- 228/2/C, 230, 461, 462/1- 462/2, 463, 464, 465, 466, 467, 468, 470, road, nallah.

(3) Plot numbers to be acquired in village Charur Khati :

412, 413, 414, 415, 416, 417, 418, 419, 420, 451, 452, 453, 454, 455, 456, 457, 458, 459/1- 459/2, 460, 461/1- 461/2, 462, 463, 465/1- 465/2/1- 465/2/2- 465/2/3, 493, 494, 516, road, nallah.

(4) Plot numbers to be acquired in village Marda :

116, 117, 118/1- 118/2, 119, 120, 121, 122, 123, 124, 126/1- 126/2, 127, 128, 129/A- 129/B/1- 129/B/2, 130/1- 130/2, 131, 133/1- 133/2, 134/1- 134/2, 135, 136, 149/1- 149/2A- 149/2B, 150, 151/1- 151/2, 152, 153, 154, 155/1- 155/2A- 155/2B, 156, 157, 158, 159, 160, 161/1- 161/2, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171, 172, 173/1- 173/2- 173/3, 174, 175/1- 175/2- 175/3, 176, 177, 178, 179/1- 179/2, 180/1- 180/2, 181/1- 181/2- 181/3- 181/4, 182/1- 182/2, 183, 184/1- 184/2, 185/1- 185/2, 186/1- 186/2, 187/1- 187/2, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205/1- 205/2A- 205/2B, 206/1- 206/2, 207, 208, 209, 210, 211, 212, 213/1- 213/2, 214, 215, 216/1- 216/2- 216/3- 216/4, 217/1- 217/2, 218/1- 218/2, 219, 224, 247, 251, 252, 253, 254, 255/1- 255/2- 255/3, 256, 257, 258, 259, 260, 261, 262, 263, 266, 304, 305, 306/1- 306/2, 307, 308/1- 308/2- 308/3, 309, 310, 313, 314, road.

(5) Plot numbers to be acquired in village Naydeo :

9, 10, 11/1- 11/2, 12/1- 12/2- 12/3, 13/1- 13/2, 14, 15, 16, 17, 18/1A- 18/1B- 18/2- 18/3- 18/4, 19, 20/1- 20/2, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1- 31/2, 32/1- 32/2, 33, 34, 35, 36/1- 36/2- 36/3, 37, 38/1- 38/2A- 38/2B, 39, 40/1- 40/2,

41/1- 41/2, 42/1- 42/2, 43/1- 43/2, 44/1- 44/2- 44/3, 45/1A- 45/1B- 45/1C- 45/2A- 45/2B- 45/2C- 45/3A- 45/3B- 45/3C, 46/2A- 46/2B.

(6) Plot numbers to be acquired in village Nagala Rith :

1, 2/1- 2/2, 3/1- 3/2A- 3/2B- 3/2C, 4, 5, 6/1- 6/2- 6/3, 7/1- 7/2, 8, 9, 10/A- 10/B, 11/1A- 11/1B- 11/2A- 11/2B, 12, 13/1- 13/2- 13/3, 14, 15, 16, 17, 18, 19, 20, 21/1- 21/2, 22, 23/1A- 23/1B- 23/2, 24/1- 24/2- 24/3, 25, 29, nallah, road.

Part - II

(1) Plot numbers to be acquired in village Yekona :

164/1/1- 164/1/2- 164/2B- 164/2A, 165, 166, 167/1- 167/2, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177/1- 177/2, 178/1- 178/2, 180/1A- 180/1B- 180/2- 180/3- 180/4- 180/5- 180/6- 180/7- 180/8, 181/1- 181/2- 181/3- 181/4, 182/1A- 182/1B- 182/2A- 182/2B, 183/1A- 183/1B- 183/2- 183/3A- 183/3B- 183/4- 183/5, 184/1- 184/2, 185/1- 185/2, 190, 191, 192, 193, Government land.

(2) Plot numbers to be acquired in village Marda :

2, 3, 4, 5, 6/1A- 6/1B- 6/2A- 6/2B, 7, 8, 9, 10/1A- 10/1B- 10/1C- 10/1D- 10/2- 10/3- 10/4, 11, 12, 13/1- 13/2, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24, 25, 26, 27, 28, 29, 30, 31, 32/1- 32/2, 33, 34, 35, 36, 37, 38, 39/1A- 39/1B- 39/2, 40, 41, 42, 43, 44, 45/1- 45/2, 46/1- 46/2, 47, 48, 49/1A- 49/1B- 49/2, 50, 51, 52/1A- 52/1B- 52/1C/1- 52/1C/2- 52/2, 53/1- 53/2- 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68/A- 68/B- 68/C, 69/1- 69/2- 69/3- 69/4- 69/5, 70/1- 70/2, 71, 72, 73, 74, 76/1- 76/2, 275, 276, 277, 278/1- 278/2, 279, 280, 281, 282, 283, 284, 285, 286, 320/1- 320/2, 321/1- 321/2- 321/3, 323, 324, 441, 442, road, nallah.

Boundary description:

Part – I

- A – B : Line starts from point ‘A’ on the road in village Wanoja passes in north-west direction and meets at point ‘B’.
- B – C : Line starts from point ‘B’ passes through village Wanoja and meets at point ‘C’ on the road in village Wanoja.
- C – D : Line starts from point ‘C’ on the road in village Wanoja passes in north-east direction crosses the canal and ends at point ‘D’ on the common village boundary of villages Wanoja and nagada rith.
- D – E : Line starts from point ‘D’ on common village boundary of villages Wanoja and Nagada Rith passes in north direction crosses the canal and meets at point ‘E’ on common village boundary of villages Nagada Rith and Naydeo.
- E-F-G : Line starts from point ‘E’ on common village boundary of villages Nagada Rith and Naydeo passes in north direction in village Naydeo and meets at point ‘F’ and then passes in west direction and ends at point ‘G’ on common village boundary of villages Naydeo and Charur Khati.
- G-H-I : Line starts from point ‘G’ on common village boundary of villages Naydeo and Charur Khati passes in west direction in village Charur Khati passes through point ‘H’ then passes south-east direction along the boundary of the land already acquired for Yekona – I OC crosses the canal and meets at point ‘I’ on common village boundary of villages Charurkhati and Wanoja.
- I – J : Line starts from Point ‘I’ on common village boundary of villages Charur Khati and Wanoja passes in south direction along the common village boundary of villages Charur Khati and Wanoja then passes through village Wanoja along the boundary of land already acquired for Yekona – I OC and meets at point ‘J’ on common village boundary of villages Wanoja and Marda.
- J – K : Line starts from point ‘J’ on common village boundary of villages Wanoja and Marda passes through Marda village along the boundary of land already acquired for Yekona – I OC crosses the road and meets at point ‘K’ on common village boundary of villages Yekona and Marda.
- K – L : Line starts at point ‘K’ through village Yekona along the outer boundary of land already acquired for Yekona – I OC and meets at point ‘L’ on the south bank of canal.
- L – M : Line starts from point ‘L’ in village Yekona passes along the south bank of canal in west direction and meets at point ‘M’.

- M – N : Line starts from point 'M' on south bank of canal passes in south direction crosses the road passes along the outer boundary of land already acquired for Yekona – II OC and meets at point 'N' on common village boundary of villages Yekona and Marda.
- N – O : Line starts from point 'N' on common village boundary of villages Yekona and Marda passes in south-east direction in village Marda along with outer boundary of land already acquired for Yekona – II OC and meets at point 'O' on the road.
- O – P : Line starts from point 'O' on the road in village Marda passes south-east direction along the outer boundary of land already acquired for Yekona – I OC and meets at point 'P'.
- P – Q : Line starts from point 'P' passes in south-west direction along the outer boundary of land already acquired for Yekona – II OC and meets at starting point 'Q' in village Marda.
- Q – A : Line starts from point 'Q' passes in east direction along the road and ends at point 'A' on road in village Wanoja.

Part – II

- R – S : Line starts from point 'R' on north bank of Wardha river passes through village Marda in south-east direction and meets at point 'S'.
- S – T : Line starts from point 'S' in village Marda passes in east direction along the road and meets at point 'T' on the road in village Marda.
- T – U : Line starts from point 'T' passes in north direction along the boundary of land already acquired for Yekona – II OC and meets at point 'U'.
- U – V : Line starts from point 'U' passes along the boundary of land already acquired for Yekona – II OC in north-east direction crosses the road then passes along another Road in north-west direction and meets at point 'V' on the road.
- V – W : Line starts from Point 'V' passes through village Yekona along the boundary of land already acquired for Yekona – II OC and meets at point 'W' in village Yekona.
- W – X : Line starts from point 'W' passes along the boundary of land acquired for Yekona – II and meets at Point 'X' on east bank of Wardha river.
- X – R : Line starts from point 'X' passes in south-east direction along the eastern bank of river and ends of starting point 'R'.

[F. No. 43015/7/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

विद्युत मंत्रालय

नई दिल्ली, 7 जनवरी, 2020

का.आ. 60.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन एनटीपीसी लिमिटेड के पतरातु विद्युत उत्पादन निगम लिमिटेड, पोस्ट: पतरातु, जिला: रामगढ़ (झारखंड), पिन: 829119, जिसके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है।

[सं. 11011/9/2017-हिंदी]

अनिरुद्ध कुमार, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 7th January, 2020

S.O. 60.—In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the Patratu Vidyut Utpadan Nigam Limited, Post: Patratu, Distt. Ramgarh (Jharkhand), Pin-829119 of NTPC Ltd. under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi.

[No.11011/9/2017-Hindi]

ANIRUDDHA KUMAR, Jt. Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 8 जनवरी, 2020

का आ. 61.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार न्यू इंडिया एश्योरेंस कंपनी लिमिटेड प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट (संदर्भ संख्या 16/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.01.2020 को प्राप्त हुआ था।

[सं. एल-17012/28/2004-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 8th January, 2020

S.O. 61.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2005) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of New India Assurance Company Ltd. and their workmen, received by the Central Government on 08.01.2020.

[No. L-17012/28/2004-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 06TH DECEMBER 2019**PRESENT :** JUSTICE SMT. RATNAKALA, Presiding Officer**CR 16/2005****I Party**

Sh. R. Kodanda Rama,
Dr. No. 100, 4th Main Road,
3rd Cross, 3rd Phase, 1st Block,
Kathriguppe Water Tank,
Banashankari 3rd Stage,
Bangalore South,
Hosakerehalli,
Bangalore - 560 085.

II Party

The Regional Manager,
New India Assurance Company Ltd.,
Regional Office,
2B, Unity Building,
Annexe P, Kalinga Rao Raod,
BANGALORE - 560 027.

Appearance

Advocate for I Party : Mr. V.S Naik

Advocate for II Party : Mr. B.C. Seetharama Rao

AWARD

The Central Government vide Order No. L-17012/28/2004-IR(B-I) dated 22.02.2005 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the Regional Manager, New India Assurance Company Ltd., Bangalore is justified by dismissing Shri R. Kodandarama, Senior Assistant from services with effect from 20.09.2000? If not, what relief the workman is entitled to and from which dated?”

1. The claim of the 1st Party workman is, he was the Office Bearer of the Trade Union during 1994-1995; he was working as a Senior Assistant of the 2nd Party. He was issued articles of charge dated 30.06.1988 under the provisions of General Insurance (CDA) Rules 1975; he submitted his reply to the charges denying the allegation. Not being satisfied with his reply the 2nd Party initiated enquiry by appointing the Enquiry Officer; after holding enquiry, the Enquiry Officer submitted his Report holding him guilty of four charges; he submitted his representation to the report of the Enquiry Officer by highlighting the infirmities in the Report of the Enquiry Officer. However, without considering the various infirmities in the Enquiry Report the Disciplinary Authority dismissed him from service vide order dated 20.09.2000. Because of his Trade Union activities, he was under severe criticism by the Management and the Unions. Charge sheet issued was false; the Enquiry Report was contrary to the oral and documentary evidence and the punishment order is not sustainable. The Appeal preferred by him against the punishment order came to be dismissed. On the same charges he was prosecuted in the Criminal Case and vide order dated 20.07.2001 he is acquitted of the charges by the Special Court in CC No. 47/1998. He made representation to the Chairman cum Managing Director bringing to his notice the various grounds, requesting to set aside the order of dismissal passed by the Disciplinary Authority and Appellate Authority, exonerate him of the four charges in respect of which he is punished, and reinstate him into his original post with continuity of service and consequential benefits. But his request was rejected. The order of dismissal is arbitrary and illegal. His past records were not considered by the Disciplinary Authority; because of the punishment order along with his family members he is put to lot of humiliation and hardship.

2. The 2nd Party in their statement justified their action and contended that the Enquiry Officer submitted his Report appreciating the material evidence placed before him, the Report does not suffer from perversity or want of proof or violation of Natural Justice. It is a lawful punishment order and there was no reason to victimise him.

3. On the rival pleadings touching the fairness of the procedure adopted during the Domestic Enquiry, a Preliminary Issue was framed in that regard. However, vide memo dated 01.06.2006 the 1st Party conceded the fairness of Domestic Enquiry and sought to address argument on the perversity of the finding as well as justification of the order passed by the Disciplinary Authority.

4. When the matter was taken up, thereafter the 2nd Party produced Domestic Enquiry records but without exhibits marked during the Enquiry.

The 1st Party adduced evidence contending that his excellent past records of service were not considered before imposing the penalty of dismissal; punishment is excessive, unwarranted and not justified. After his termination he is not gainfully employed. The charge sheet was issued only to victimise him. He has also filed a Photostat copy of the judgment passed by the Special Court in Special CC No. 47/1998 dated 20.07.2002. He was arrayed as the third accused in the said case and tried for the offences punishable under sec 120-B r/w sec 420, 201, 465, 468 of Indian Penal Code and sec 13(2) r/w sec 13(1)(d) of Prevention of Corruption Act, 1988. Though accused 1 and 2 were convicted for the above offence 1st Party / A3 was acquitted of the charges.

5. Sh. VSN for the 1st Party submits that the very same co-accused of the Criminal Case namely P Sivadasan was Witness No. 6 for the Management during Domestic Enquiry. The charges held to be proved against the workman are Charge No. 1, 4, 5 and 7 and the dismissal from service was too harsh and disproportionate looking into the nature of the allegations proved during the enquiry. Having been acquitted for the similar charges in the Criminal Case, the Disciplinary Authority ought to have exonerated him of the charges.

Since the documents marked during the enquiry are not produced for consideration, there is no documentary material to assess the veracity of the Enquiry Report. On that count also the punishment order deserves to be interfered.

6. Sh. BCS for the 2nd Party in his written submission submits that acquittal from the Criminal Case is not a ground to seek discharge of the allegations in the Departmental Enquiry as held by the judgment of the Apex Court in the matter of Management of Bharath Heavy Electricals Ltd., vs M. Mani, AIR 2018 SC 384 and KSRTC vs M. G. Vittal Rao, (2012) 1 SCC 442. The 1st Party being a Public Servant has misappropriated the funds of the Company by siphoning the same through various dubious methods, considering the gravity of the charges and in the interest of the Company so also the society at large, the punishment order is justified.

7. Since, we are at the stage of considering the perversity or otherwise the Enquiry Report, the set back is the documents marked during the enquiry are not available for perusal. Instead a memo was filed by the Learned counsel for the 2nd Party on 28.10.2019 bringing on record that inspite of their best effort to search the exhibits marked as KS-1 to KS-18 before the Enquiry Officer they could not trace the same.

8. Before considering the case on its merits, I have given my thoughtful consideration to the present situation wherein veracity of the Enquiry Report has to be adjudicated only on the basis of oral evidence. In the memo dated 28.10.2019 2nd Party also had stated that the copies of all the documents and the depositions of the witnesses and the daily order sheet was furnished to the 1st Party / Employee during the course of enquiry, but he has not chosen to produce the same. The 1st Party has not responded to the memo dated 28.10.2019. The documents now produced by the Management are Memorandum dated 30.06.1998, imputation of misconduct, Articles of charges, List of witnesses and documents, Office Orders, Daily order sheet, Depositions of the witnesses, Written brief submitted by both sides, Enquiry Report, Representation of the CSE to the Enquiry Report, his reply submitted to the Memorandum of 30.06.1998, Punishment Order, Appeal memo and the order passed in the Appeal. From the daily order sheets, it is evident that copies of the documents listed and the additional documents were provided to the CSE at the threshold itself. The 1st Party had not produced defence document, 1st Party had confirmed receipt of 17 Management documents and not objected to the contents of the documents and before recording the statements of witnesses those documents were marked as KS-1 to KS-17. The copies of the depositions were also provided to the CSE. Now having admitted the fairness of the Domestic Enquiry the onus shifts on the workman to convince this Tribunal on perversity on the Enquiry findings. Had if there was any contradiction between the actual documents marked in evidence and the inference drawn by the Enquiry Officer on those documents, it was for the 1st Party to establish the same by producing the copies of those exhibits before this Tribunal. Without making any effort in that direction the 1st Party is more at seeking intervention of this Tribunal in the punishment order firstly on the ground of harshness and disproportion of the Punishment Order viz a viz four charges proved against him, secondly on the ground of his acquittal from the criminal case.

9. In the above back ground, I have gone through the Enquiry Report viz a viz the Articles of charges issued to him. The substance of the charge against him is, he dishonestly colluded with other accused employees to defraud Company by getting fabricated, bogus motor own damage claims; he opened a dummy code in the name of one Mr. K Somu his Nephew to divert his commission amount; he influenced the other officials to enroll Mr. K Somu as agent and to claim illegal commission for hypothecated items insured at DO-III, MG Road, Bangalore; he forged the signature of Mr. K Somu and collected commission cheque from DO-III, he misused the common fund with the help of other accused Mr. P Sivadasan / Data Entry operator and had drawn huge amount from Common Fund without giving any receipt or application.

10. The Enquiry Officer for his convenience segmented the allegation to seven sections as follows:

1st Charge - the CO colluded with Mr. P Manivannan and Mr. P Sivadasan to defraud the company and helped Mr. Manivannan to fabricate bogus MOD (motor owned damages) claims with a view to cheat the Company.

2nd Charge - he influenced Mr. R. Sathyanarayana, Divisional Manager to depute Mr. P Manivannan to MOD department.

3rd Charge - Under the pretext of union meetings he used to meet Mr. P Manivannan and Mr. P Sivadasan after office hours and planned to defraud the company.

4th Charge - He approached Mr. R. Thygarajan and requested for the names of his friends and relatives having Bank Accounts.

5th Charge – He approached Mr. P. Sivadasan and requested to furnish the names of the persons with Bank Accounts.

6th Charge - He enrolled Mr. K Somu as Agent of DO-III and diverted the commission to his dummy code.

7th Charge - The Common Fund of the office was misused by him; he took huge amount of loan from the common fund without giving any receipt and other documents.

11. Oral evidence was adduced by seven witnesses.

SW-1 was the Assistant General Manager; his evidence was to the effect that the CO belonged to a majority Trade Union and being a Trade Unionist used to interfere in all the issues wherever employees were affected directly or indirectly. The Management had to keep the interest of the employees wherever any major or important decisions were taken; they (Management) were asked to explain their stand even if there is small possibility of any employee getting affected. He was transferred from Regional Office to DO-III on his volition and was working in the Supervisory Office of DO-III; he

being a strong Officer in the D.O, Mr. Satyanarayana / Division Manager was depending on him for the office work. As an All India Vice President of the Trade Union at that time he used to be present in the Regional Office whenever the union took up the issue with the Management and had his say on all the employees of the Region. All India Field Workers Association gave a written complaint sometime in March 1995 complaining about the high-handed activity of CO in DO-III's administration. Later on Clause III Employees of DO-III came out with the details of his activity and their grievances. Ex KS-1 to KS-3 are the three complaints from Fields Workers Association, Mr. K.D. Singh and Staff of DO-III. On receipt of the complaint the matter was referred to Vigilance in consultation with Head Office.

Second witness was Mr. R. Thygarajan named in the articles of charge; he identified only a part of his statement recorded by the C.B.I Officer which was marked as Ex KS-16. His evidence was to the effect that 1st Party approached him and asked him to give names of some persons having Bank Account.

Third witness was the Administrative Officer, he also admitted only a part of his statement recorded by C.B.I Investigating Officer which was marked as Ex KS-17. He had accompanied the CBI Inspector to the residence of the 1st Party.

Fourth witness was the Inspector of Police, CBI who carried out Investigation and he gave a narration of the Investigation and further stated that CO is the main culprit in the fraud, he gave adequate direction to other accused / officials how to defraud the Company and also swallowed more than half of the defrauded amount, being an Union Leader he had a quiet upper hand among employees of NIAC, including Regional Manager; though many of the employees dared to report his indecent activities, they have not taken appropriate action in time; he is the brain behind the fraud in which the company has lost its popularity as well as suffered financially. Mr. Somu is a dummy code of Sh. Kodandarama, he never did a business for the Company, instead Sh. Kodandarama with the influence in the Company as a Union Leader diverted the commission, especially from Delux Roadlines and this commission was quietly diverted to Mr. Somu's Agency Code; the CO forged the signature of Mr. Somu and used to collect cheque from DO-III in the name of Somu; he had withdrawn huge amounts from Common Funds when Sh Sivadasan was the custodian of the Common Fund Amount, he had collected around Rs. 90,000/- illegally, Ex KS-7 is the record in this regard; Sivadasan returned Rs. 10,000/- from the defrauded amount in the name of Kodandarama and Kodandarama never used to repay the amount taken from Common Fund. Ex KS-8 is the Counterfoil of Vijaya Bank for having deposited various cheques of Mr. Somu; Ex KS-9 is the Claim Folder containing various bogus claims settled; Ex KS-10 are the various claims with inflated claims that are settled, Ex KS-11 is the Commission Voucher paid to Mr. K. Somu; Ex KS-12 is the Statement of Insurance covered in respect of Deluxe Roadlines and these documents were collected during the course of Investigation.

The witness further stated that accused Officials who prepared the bogus claims and cheques to the desired name, destroyed many of the Claim Folders and misplaced them; the connected evidence was collected from the different Banks where bogus cheques were deposited by the fictitious persons. Sh. Satyanarayana had written a letter Ex KS-15 requesting revocation from suspension and in the said appeal he narrated the whole story; CO had compelled Mr. Satyanarayan to transfer Manivannan to MOD Department to defraud the Company.

Fifth witness was the Development Officer working in Divisional Office; he stated that he settled a claim in the name of his wife Mrs. Balvir Kaur; the claim was for Rs. 1,100/- and was settled for Rs. 12,000/-. After receiving the claim cheque for Rs. 12,000/- from Manivannan he paid Rs. 10,000/- back to Manivannan; more than thousand policies pertaining to M/s. Khivraj motors was pending and the delay was due to Mr. Manivannan. At the instance of Manivannan he hiked the claim amount in respect of the claim of his wife.

Sixth witness was Sivadasan / Data Entry Operator at DO-IX, through him the confession statement given by him to the Vigilance Officer was marked as Ex KS-5, he confirmed the said statement; he was the then the Unit Secretary of the Union and was acting as per the instruction of the CO; he was involved in the scam DO-III along with Manivannan and Kodandarama. His role was to the extent of encashing 25 cheques given to him by CO at various dates ranging between March 1994 to February 1995. As per the plan executed by Kodandarama / CO, Manivannan used to get the same sanctioned by Divisional Manager and get the Yellow voucher signed by the DM and used to alter the same before giving it for writing the cheque; thereafter cheques were given to the witness by the CO for encashment, after encashment he will hand over the full amount and CO gave him 10% of the encashed amount. He further elaborated on how this scam started. He further stated that during 1994-95 he along with KD Singh were members of the common fund and there were outstanding dues of Rs. 60,000/- to Rs. 70,000/- from the CO.

Seventh witness was the Senior Assistant in the Regional Office and General Secretary of a Trade Union and also the then President of the Union of which CO was the office bearer. He had stated subsequent to precipitation of the scam after following due procedure 1st Party was expelled from the primary membership of the Union.

12. After completion of the statement of witnesses, the 1st Party was called upon as to whether he pleads guilty for which he responded that he pleads not guilty and he denied the charge sheet allegation, he did not produced any oral or documentary evidence on his behalf. Since the allegations of influencing Sh. Satyanarayanan Deputy Manager to depute Sh. Manivannan to MOD Department, meeting P Manivannan and Sh. P Sivadasan after office hours to design fraud against the Company under the pretext of holding Union meetings and enrolling his nephew Sh. K Somu as agent of DO-III and diverting the commission to his dummy code is negated by the Enquiry Officer himself, what remains on record is collusion with P Manivannan and P Sivadasan and helping Sh. P Manivannan to fabricate bogus MOD claims, approaching Thyagarajan and Sivadasan with a request for the names of their friends and relatives having Bank Accounts and misusing the Common Fund of the Office.

13. In fact, the Common Fund which was one of the subject matter was not at all the property of the 2nd Party it was a pool amount of the Officials; no complaint was filed against him by any of the Officials or the caretakers of the common fund.

The defence was he was not a member of the Common Fund and there was no question of taking loan or giving receipt to that effect. However, relying on the statement of the Investigating Officer and Sh. Sivadasan who was one of the members of the Common Fund, the Enquiry Officer has recorded his finding holding the charge proved. In fact, there are no direct eye witnesses to the alleged transaction of cheating. The specific charge against him (apart from criminal conspiracy with accused 1 and 2) in the Criminal Case was having a dummy code to siphon huge agent commissions, committing criminal conduct and passing unlawful loss to the Company. As per the evidence of Sh. Sivadasan, the 1st Party had outstanding dues from the Common Fund, by every year end they tried to collect all the outstanding dues but 1st Party's outstanding amount was carried forward for the next year on his instruction. Basically this portion of the charge itself is erroneous without there being any specific complaint against the 1st Party. Even otherwise non-repayment of the outstanding dues within specific period by itself does not amount to misuse or misappropriation. There was no evidence of misappropriation, though the Enquiry Officer has referred to the defence with regard to this allegation, he washes of his hand by recording "*....the fact is established that CO did not take money from the common fund. Though it is not the company's money but it does reflect on his conduct. Hence, company is within its right to take the action in this regard....*" This finding recorded since not founded on tangible evidence, is illogical and perverse.

14. With regard to the first charge of collusion to fabricate bogus MOD etc., the Enquiry Officer has placed his reliance on the statements of the then Regional Manager, Sh. R Thyagarajan, the Administrative Officer, the CBI Investigating Officer, Sh. Deep Singh / Development Officer, Sh. Sivadasan who had gone to the extent of adducing self incriminating evidence before the Enquiry Officer (who is the co-accused in the Criminal Case). In the absence of any direct evidence regarding collusion the Investigating Officer recorded that "*the involvement of Kodandarama in the scam cannot be ruled out. Of course, collusion or conspiracy will not be hatched or committed in broad day light in the presence of a witness, it is only through circumstantial evidence an inference has to be drawn.....*" and the Enquiry Officer has done the same. He has gone on mercy detailing the allegation for reaching the conclusion that "*....the involvement of Sh. Kodandarama in the scam is quiet established'. It is not a Criminal Case to look for proof beyond all reasonable doubt. The evidence of the witnesses suffice to infer that the 1st Party was a influential Trade Unionist and enjoyed dominance over his colleagues and also management.*" (in the matter of Employees issues)

15. Much reliance is placed on the evidence of SW-5 (who inflated his claim amount from Rs. 1,000/- to Rs. 12,000/- and paid Rs. 10,000/- to Manivannan) and the evidence of the CBI Inspector about the role of the 1st Party in the scam. But there was no direct evidence against CO for being a party in preparation of bogus claims and siphoning the illegal gains in fictitious Accounts. One Somu who was named in the charge sheet as the nephew of the 1st Party was not brought before the Enquiry. The charge No. 4 and 5 i.e attempt being made by the 1st Party to collect the names of friends and relatives having Bank Account by itself does not amount to any offence unless such collection of names culminated into an offence. No evidence is brought demonstrating that any money sanctioned on a false claim was credited to fictitious accounts opened by 1st Party.

Though I am not introducing any alternative finding to that of the Enquiry Officer (on the basis of the evidence available on record) my effort is to point out that the charges said to have been proved against the 1st Party workman do not by themselves constitute any offence.

16. As per the charge sheet allegation he is said to have contravened the provisions of Sec 3 and 4 of General Insurance CDA Rules 1975, but there is no discussion in the Enquiry Report how the facts proved against the 1st Party will fall within the ambit of sec 3(1)(I to IV) and 4(1,5,16,20 and 21) of General Insurance CDA Rules 1975. Hence, it is inevitable to conclude that the Enquiry Report was without proper appreciation of evidence in reference to the provisions of law which is allegedly violated and wherefore vitiated. Both the Disciplinary Authority and the Appellate Authority have not taken the pain of discussing the defence raised and have recorded their finding in a mechanical form without independent application of mind. Hence, the finding of the enquiry is also not legal.

17. All through it was the trumpet of the 2nd Party because of his Trade Union activity he is targeted, there appears to be some merit in his contention. The entire charge sheet allegation revolves on the fact of his influential position being a Trade Union Activist. In the event the Enquiry finding is held to be well reasoned and not perverse, this Tribunal has no role to play in the Disciplinary Action taken against the workman. But here is the case where the finding of the Enquiry even if accepted, falls short for a case of misconduct for violation of the provisions of sec 3 and 4 of General Insurance CDA Rules 1975. Hence, the action of the 2nd Party in dismissing the 1st Party workman is not justified. The eventuality is, he shall be treated as on duty from the date of his dismissal till the date of his superannuation (since he has long back crossed the age of superannuation) with continuity of service and 75% of the back wages.

AWARD

The reference is accepted.

The punishment order passed by the 2nd Party dated 20.09.2000 dismissing the 1st Party workman Sh. R Kodandarama, Senior Assistant from service is not justified.

The 2nd Party is directed to treat the workman as on duty continuously till the date of his superannuation and release 75% of his back wages for the period 20.09.2000 till the date of his superannuation with terminal benefits.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 06th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 9 जनवरी, 2020

का आ. 62.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.जी. एस. इण्डिया प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 42/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.01.2020 को प्राप्त हुआ था।

[सं. एल-31025/01/2018-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 9th January, 2020

S.O. 62.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of SGS India Pvt. Ltd., and their workmen, received by the Central Government on 09.01.2020

[No. L-31025/01/2018- IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

REFERENCE NO. CGIT-2/42 of 2018

EMPLOYERS IN RELATION TO THE MANAGEMENT OF SGS INDIA PVT. LTD.

The Director [HR],
SGS India Pvt. Ltd.,
SGS House, 4B, A.S. Marg,
Vikhroli [W],
Mumbai – 400 083, Maharashtra

AND

THEIR WORKMEN

The General Secretary,
Marmagao Waterfront Workers' Union,
PO: Box No. 90,
VASCO, Goa.

APPEARANCES:

FOR THE EMPLOYER : Mr. P. Shetty, Advocate
 FOR THE WORKMEN : Ms. K. Samant, Advocate

Mumbai, dated the 23rd December, 2019

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-31025/01/2018 – IR (B-II) dated 28.08.2018. The terms of reference given in the schedule are as follows :

“(i) Whether the union is justified in raising the dispute with conciliation authority at Goa ? If Yes, whether the demand raised by the union for restoration of employment to Shri Umesh Gajanan Matondkar with continuity of service and full back wages is legal and justified ? If So, what relief they are entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.
3. Workman is present. He has admitted his signature on this pursis. He states that he is not pressing his claim on account of monetary settlement. He is identified by his advocate. Hence read & recorded.
4. Since the workman has settled the dispute and has not pressing his claim on account of monetary settlement, the present reference is disposed of. Hence order.

ORDER

Reference is disposed of with no order as to costs.

Date: 23.12.2019

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 9 जनवरी, 2020

का आ. 63.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 18/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.01.2020 को प्राप्त हुआ था।

[सं. एल-31011/02/2016-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 9th January, 2020

S.O. 63.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust, and their workmen, received by the Central Government on 09.01.2020.

[No. L-31011/02/2016- IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT : M. V. Deshpande, Presiding Officer

REFERENCE NO.CGIT-2/18 of 2016**EMPLOYERS IN RELATION TO THE MANAGEMENT OF MUMBAI PORT TRUST**

The Chairman,
 Mumbai Port Trust,
 Port House, S.V. Marg,
 Ballard Estate,
 Mumbai – 400 001.

**AND
THEIR WORKMEN**

The General Secretary,
Mumbai Port Trust, Dock and General Employees'
Union, Port Trust Kamgar Sadan,
Nawab Tank Road, Mazgaon
Mumbai – 400 010.

APPEARANCES:

FOR THE EMPLOYER : No Appearance
FOR THE WORKMEN : Mr. Madhukar Ghadge, Advocate

Mumbai, dated the 17th December, 2019

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-31011/02/2016 – IR (B-II) dated 18.04.2016. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Mumbai Port Trust in withdrawing the regular employees of Electrical Maintenance Staff posted at Sagargeet Residential Colony of Mumbai Port Trust at Worli, a system prevailing in Mumbai Port Trust for the last 4 decades, without compliance made under Section 9-A of ID Act, 1947, resulting into loss of overtime wages and night allowance to the said workman in 3 shifts, by introducing the outsourcing system and employment of contract workmen for such services as per letter dated 04.08.2015 issued by the Executive Engineer, Electrical Establishment, Wadala, Antop Division of Mumbai Port Trust, is just and proper ? If so what relief the workmen and the union concerned are entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. On going through the Roznama, it appears that the second party union and concerned workmen are absent since 13.7.16. Even thereafter it appears from the Roznama that union was represented by one Mr. Madhukar Ghadge but then union and the concerned workmen have not filed statement of claim.

4. Hence there is no evidence to substantiate the claim and therefore the reference is liable to be rejected for want of evidence. Hence order.

ORDER

Reference is rejected for want of evidence.

Date: 17.12.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 9 जनवरी, 2020

का आ. 64.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.जी. एस. इण्डिया प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 41/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.01.2020 को प्राप्त हुआ था।

[सं. एल-31025/03/2018-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 9th January, 2020

S.O. 64.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of SGS India Pvt. Ltd., and their workmen, received by the Central Government on 09.01.2020.

[No. L-31025/03/2018-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT** : M. V. Deshpande, Presiding Officer**REFERENCE NO.CGIT-2/41 of 2018****EMPLOYERS IN RELATION TO THE MANAGEMENT OF SGS INDIA PVT. LTD.**

The Director [HR],
 SGS India Pvt. Ltd.,
 SGS House, 4B, A.S. Marg,
 Vikhroli [W],
 Mumbai – 400 083, Maharashtra -

AND**THEIR WORKMEN**

The General Secretary,
 Marmagao Waterfront Workers' Union,
 PO: Box No. 90,
 VASCO, Goa.

APPEARANCES:

FOR THE EMPLOYER : Mr. P. Shetty, Advocate

FOR THE WORKMEN : Ms. K. Samant, Advocate

Mumbai, dated the 23rd December, 2019**AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-31025/03/2018 – IR (B-II) dated 28.08.2018. The terms of reference given in the schedule are as follows :

“(i) Whether the union is justified in raising the dispute with conciliation authority at Goa ? If Yes, whether the demand raised by the union for restoration of employment to Shri Sameer W. Pawaskar with continuity of service and full back wages is legal and justified ? If So, what relief they are entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. Workman is present. He has admitted his signature on this pursis. He states that he is not pressing his claim on account of monetary settlement. He is identified by his advocate. Hence read & recorded.

4. Since the workman has settled the dispute and has not pressing his claim on account of monetary settlement, the present reference is disposed of. Hence order.

ORDER**Reference is disposed of with no order as to costs.**

Date: 23.12.2019

M.V. DESHPANDE, Presiding Officer

शुद्धिपत्र

नई दिल्ली, 9 जनवरी, 2020

का. आ. 65.—औद्योगिक विवाद/केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, लखनऊ संदर्भ संख्या - 03/2005 दिनांक 20/12/2019 का भारत सरकार द्वारा दिनांक 05/09/2019 को अधिसूचित किये गये पंचाट को उक्त अधिकरण से प्राप्त संदर्भ संख्या 03/2005 दिनांक 26/08/2019 के शुद्धिपत्र के साथ संलग्न किया जाता है!

[सं. एल-42012/40/2004-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

CORRIGENDUM

New Delhi, the 9th January, 2020

S.O. 65.—ID Ref. No. 03/2005 dated 20th December 2019 received from CGIT Lucknow correcting the Award passed by the tribunal on 26.08.2019 in Ref. No. 03/2005 which was notified by the Government of India on 05.09.2019, is annexed herewith.

[No. L-42012/40/2004-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM- LABOUR COURT LUCKNOW****PRESENT : P. K. SRIVASTAVA, PRESIDING OFFICER****I.D. No. 03/2005**

Ref. No. L-42012/40/2004— IR (CM-II) dated: 24.12.2004

BETWEEN :

Sh. Jai Singh, S/o Sh. Daryab Singh
R/o Sikari 2, Hissa Phetapur, Sikri
Agra (UP)

AND

The Superintending Archaeologist
Archaeological Survey of India
Agra Circle, 22 Mall Road,
Agra (U.P.) – 202001

CORRIGENDUM

1. By order No. L-42012/40/2004— IR (CM-II) dated: 24.12.2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Jai Singh, S/o Sh. Daryab Singh, R/o Sikari 2, Hissa Phetapur, Sikri, Agra (UP) and the Superintending Archaeologist, Archaeological Survey of India, Agra Circle, 22 Mall Road, Agra (U.P.) – 20200 for adjudication and this Tribunal adjudicated the said reference vide its award dated 26.08.2019; wherein some typographical error has been committed.

2. Therefore, following correction is being incorporated in the award dated 26.08.2019 of this Tribunal:

“The words mentioned as “**Superintending Horticulturist**”, in array of the opposite party and 06th line of para 01 be read as “**Superintending Archaeologist**”.

LUCKNOW.

16.12.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 जनवरी, 2020

का. आ. 66.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, धनबाद के पंचाट (संदर्भ संख्या 03/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/137/2014-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 9th January, 2020

S.O. 66.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 03 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 07.01.2020.

[No. L-20012/137/2014-IR(CM-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO .2), AT DHANBAD

PRESENT: Dr.S.K.Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947.

REFERENCE NO 03 OF 2015

PARTIES: : The Secretary,
Rashtriya Mazdoor Union,
At & P.O Sijua,,
Dhanbad-828121
(Jharkhand).

Vs.

The General Manager,
Sijua Area of M/s BCCL,
PO: Sijua,, Dhanbad-828121.

Order No. L-20012/137/2014-IR(CM-I) dt.05.01.2015

APPEARANCES :

On behalf of the workman/Union : : Mr.S.K.Sinha, Representative for workman.

On behalf of the Management : : Mr.D.K.Verma. Ld. Advocate

State : Jharkhand Industry : Coal
Dated, Dhanbad, the 26th September, 2019

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-20012/137/2014-IR (CM-I) dt.05.01.2015.**

SCHEDULE

“Whether the action of the Management of Mudidih Colliery under Sijua of M/s BCCL in dismissing Sri Raju Bhuia, Ex. M./Loader from the services vide letter dated 15.09.2002 is fair and justified? To what relief the concerned workman is entitled to?”

On receipt of the Order No **L-20012/137/2014-IR (CM-I) dt. 05.01.2015** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 03 of 2015 on 19.01.2015 and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order notices by the Registered Post were sent to the parties concerned.

2. The I.D. Reference Case was listed on 26.11.2019 for final hearing over the matter of filing Written Statement of Claim on behalf of the Sponsoring Union/workman. Neither the Representative from Sponsoring Union nor the workman petitioner was present on call nor did file the long awaited Written Statement, a step lying pending since 22.04.2015 . On the other hand Mr.D.K.Verma, Ld. Advocate representing on behalf of the

Management appeared before the Tribunal . Whereas formal notices have been served upon the addresses of the Union and Management respectively but of no use .

3. The case record shows that it was predominantly adjourned on several occasions like 22.04.2015, 11.06.2015, 22.07.2015, 21.08.2015, 09.10.2015, 14.12.2015, 26.02.2016, 13.04.2016, 10.06.2016, 02.08.2016, 14.09.2016, 15.09.2016, 04.01.2017, 21.02.2017, 10.04.2017, 29.05.2017, 20.07.2017, 04.09.2017, 17.10.2017, 24.09.2019, and lastly on 26.11.2019 .The proceedings stalled over the same issue for so much time with no headway in sight from the Union/concerned workman. Nevertheless the Ld. Advocate for the workman/Union Mr.S.K.Sinha, made appearance on 24.09.2019 for praying some more time to file the WS but on the next date fixed he could not be able to file the Written Statement of Claim .The case moved at a snail's pace over the status of filing of WS. Whereas, Written Statement of Claim on the part of the Sponsoring Union/workman should have been filed within fifteen days of the receipt of the reference by the party who raised the dispute as stated in the Order of Reference from Government of India, which reads as follows:

“The Parties raising the dispute shall file a statement of claim complete with relent documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central),Rules,1957. ”

4. On scrutiny, it has been observed that Mr.D.K.Verma, Ld. Counsel for the the Management made off and on appearance/representation as warranted by the case like on 11.06.2015, 22.07.2015, 21.08.2015, 14.12.2015, 26.02.2016, 13.04.2016, 10.06.2016, 02.08.2016, 14.09.2016, 15.09.2016 20.07.2017, 04.09.2017, 17.10.2017, 24.09.2019, and finally on 26.11.2019 but representation from Workman/Sponsoring Union it had been remained “Nil” barring a single date , on 24.09.2019 over which the Tribunal had clear instruction to Union/workman (petitioner) to file the W.S. well within one month with serving copy to the O.P./Management . At least more than thirteen sittings were held during the entire proceedings of the hearing for the sake of the natural Justice but the Union/workman could not come forward with the claim despite efforts made in this case.

5. In so far as the question of the appearances from the O.P. /Management is concerned it does not have relevancy so long the workman, who raised the dispute, do not come up with legitimate statement of claim before Tribunal for adjudication to let them be countered by the O.P./Management .The Reference case deals with dismissal of the workman by the Management of Mudidih colliery under Sijua Area of M/s. BCCL ,an act to which the workman challenged in terms of Reference for adjudication before Tribunal.

6. Upon a careful perusal of the different materials and facts on record, I find that the Union has not taken any step to pursue with the case despite availing so much adjournments mentioned herein above even after notices served upon the Union representing the workman. Such being the position the Tribunal finds no reason to keep it going for an indefinite period. In that case there seems no claim on dispute as regards the claim of the Appellant. In the light of above fact and circumstances, the Tribunal has come to conclusion that the issue on which the case had been raised in real terms get diluted and no more in existence. Therefore, the workman does not qualify to get any relief from this Tribunal in the referred case matter and is awarded accordingly.

Dr. S. K.THAKUR, Presiding Officer

नई दिल्ली, 9 जनवरी, 2020

का. आ. 67.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, धनबाद के पंचाट (संदर्भ संख्या 45/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/42/2015-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 9th January, 2020

S.O. 67.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad (Ref. No.45 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 07.01.2020.

[No. L-20012/42/2015- IR(CM-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD****PRESENT :** Dr.S.K.Thakur, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947.

REFERENCE NO. 45 OF 2015

PARTIES: : The Secretary,
Bihar Colliery Kamgar Union,
Vishwakarma Bhawan, Police Line,
Hirapur, Dhanbad -826001
(Jharkhand).

Vs.

The Chief General Manager,
Washery Division of M/s BCCL,
PO: Saraidhela, Dhanbad-828127.

Order No. L-20012/42/2015-IR(CM-I) dt.09.06.2015**APPEARANCES :**

On behalf of the workman/Union : None

On behalf of the Management : None

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 26th November, 2019**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-20012/42/2015-IR (CM-I) dt.09.06.2015.**

SCHEDULE

“Whether the action of the Management of Washery Division of BCCL in not paying the LLTC/LTC claim in respect of Sri J. K. Sharma, Foreman Telephone is fair and justified? To what relief the concerned workman is entitled to?”

On receipt of the **Order No. L-20012/42/2015-IR (CM-I) dt.09.06.2015** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 45 of 2015 on 27.06.2015 and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned.

2. The Instant Industrial Dispute case put up on date fixed on 26.11.2019 for final hearing on issue of submission of Written Statement of Claim. Neither workman (Petitioner) nor the Representative from Sponsoring Union was present. So was the situation from the Management side also. Altogether three notices dt. 28.08.2015, 30.08.2019 and latest in the series on 05.11.2019 had already been sent to both of the parties under litigation at the addresses referred by the Government of India, New Delhi but to no avail. The Reference was made out on 09.06.2015 and was registered before the Industrial Tribunal as I.D. Reference No. 45/2015 as there was a dispute between the management of Washery Division of M/s BCCL, Saraidhela, Dhanbad and its workman espoused through their Union which has been referred by the Government of India for adjudication by the Industrial Tribunal. Factually the Written Statement for raising the dispute should have been filed within 15 days of the receipt of the order by the Appellant as stated in the Order of Reference from Government of India, which reads as follows :

“The Parties raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and

also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central), rules, 1957. ”

3. The Reference Industrial Dispute Case, in question, stands adjourned on numerous dates during the course of hearings on 27.06.2015, 28.08.2015, 01.12.2015, 16.12.2015, 08.02.2016, 28.03.2016, 02.05.2016, 29.06.2016, 08.08.2016, 26.08.2019, 18.09.2019, 04.11.2019 and ultimately on 26.11.2019. Nevertheless, the parties under Reference are fully aware of knowledge of fate of the case as to what happens in case of successive failures at a stretch. The case had been moving at snail's pace and stood stagnating over filing Written Statement of Claim, a move that stalled all the proceedings of the Tribunal for years together.

4. The case under reference relates to alleged denial of payment of LLTC/LTC a claim the Foreman Telephone of Washery Division of M/s BCCL, Dhanbad to the workman Shri J.K. Sharna, Foreman Telephone, against which the workman raised the dispute seeking fair and justified deal from the Management through adjudication before this Industrial Tribunal.

5. On the face of the facts and materials on record it has been clear beyond doubt that neither the workmen concerned nor the Sponsoring Union has made appearance even on a single date despite so much referred adjournments and notices mentioned herein above. The conduct and gesture of the union as well as the workman show sufficient ground for the Tribunal to convince the issue either to have been settled out or no longer into existence or desirous for its continuance.

6. Considering the circumstances of the fact, the Tribunal is of the conclusion that the Reference case should be wrapped for the end of the natural justice as further dragging would prove wastage of time and energy of the Tribunal. Under such circumstances the case is closed concluding the alleged Industrial dispute absolved in its explicit terms and the workman no longer need any relief out of the dispute due to reluctance on the part of the Sponsoring Union/workman, and no relief is awarded accordingly.

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 9 जनवरी, 2020

का. आ. 68.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, धनबाद के पंचाट (संदर्भ संख्या 55/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/58/2015-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 9th January, 2020

S.O. 68.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 55 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 07.01.2020.

[No. L-20012/58/2015- IR(CM-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT : Dr. S. K. Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947.

REFERENCE NO. 55 OF 2015

PARTIES: : The Secretary,
Koyla Ispat Mazdoor Panchayat,
Post Box No.59, PO: Jhararia.,
Dhanbad -828111.
(Jharkhand).

Vs.

The General Manager,
Lodna Area of M/s BCCL,
PO: Khas Jeenagora, Dhanbad-828119.

Order No. L-20012/58/2015-IR(CM-I) dt.10.07.2015

APPEARANCES :

On behalf of the workman/Union : None

On behalf of the Management : Mr. Ganesh Prasad. Ld. Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 26th September 2019

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-20012/58/2015-IR (CM-I) dt.10.07.2015.**

SCHEDULE

“Whether the action of the Management of North Tisra Colliery of M/s BCCL in not regularization as Security Guard with protection of wages of Shri Lal Mohamad Mia, Pers. No. 02590420 of North Tisra colliery of M/s. BCCL is fair and justified? To what relief the concerned workman is entitled to?”

On receipt of the Order No. **L-20012/58/2015-IR (CM-I) dt.10.07.2015** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 55 of 2015 on 22.07.2015 and accordingly an order to that effect was passed to issue notices through the Registered Post to the litigant parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order notices by the Registered Post were sent to the parties concerned.

2. Today, on 26.11.2019 the case posted for taking steps by the Sponsoring Union /workman concerned on the matter of filing Written Statement of Claim and passing of necessary order eventually, if, in default. None of the parties either from Sponsoring Union/workman (petitioner) or the Management as under reference was found present nor they took any steps on call. The Representation from the Sponsoring Union had been all along nil since its inception despite issuance of notices, at least three notices at the addresses of the Sponsoring Union and the Management respectively. Contrary to it, Mr. Ganesh Prasad, Ld. Counsel representing the Management made his presence registered on dates 05.02, 2016, for filing authorization on behalf of the Management to represent the case and on 20.09.2016, 16.11.2016, 17.08.2017 for appearance before the Tribunal during the entire proceedings of the hearing. Factually, the Written Statement of Claim from the party who has raised the dispute, should have been filed within 15 days of the receipt of the order as stated in the Order of Reference from Government of India, which reads as follows :

“The Parties raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central), rules, 1957.”

3. Moreover, the adjournments were provided to both the parties in course of entire proceedings of the trial spanning from 22.09.2015, 27.11.2015, 05.02.2016, 08.04.2016, 01.06.2016, 21.07.2016, 20.09.2016, 16.11.2016, 11.01.2017, 01.03.2017, 24.04.2017, 16.06.2017, 17.08.2017, 10.10.2017, 21.11.2017, 18.09.2019, and finally on 26.11.2019 so as to provide ample opportunity to the Sponsoring Union /workman (petitioner) to stake claim of legitimate dues annexing therewith relevant documents and witness before the Industrial Tribunal. It reveals from the record that three Summons dt. 14.08.2015, 30.08.2019, and 05.11.2019 had been served upon the both the parties at their respective addresses referred in the Order of the Reference itself.

4. The case under reference deals with issue about denial of regularization as Security Guard, without protection of wages to Shri Lal Mohamad Mia, Pers. No. 02590420 by North Tisra Colliery of M/s. BCCL, Dhanbad, an alleged

action of the of the Management, to whom the workman challenged by raising the dispute for adjudication as Industrial Dispute Reference.

5. Now coming to the above findings the Tribunal has taken into consideration of the facts the total unwillingness on the part of the Sponsoring Union /workman who never felt duty bound or shown interest/ seriousness to proceed with the Reference Industrial Dispute Case ever since 22.09.2015 the case rolled out as Reference. The case appears, in explicit terms, in no way under existence. Considering the circumstances of the fact in the Reference and ample opportunities given in the line of the natural justice, the Tribunal has clear assumption that the case seems to have lost its merits or issue on which Industrial Dispute had been raised. Under such circumstances the case is closed concluding that no relief needs to be granted to the concerned workman by the Management (Opposite Party).

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 9 जनवरी, 2020

का. आ. 69.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.—2, धनबाद के पंचाट (संदर्भ संख्या 189/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/141/2001-आईआर (सीएम-1)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 9th January, 2020

S.O. 69.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No.189 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 07.01.2020.

[No. L-20012/141/2001- IR(CM-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT : Dr.S.K.Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947.

REFERENCE NO. 189 OF 2001

PARTIES: : Sri Chaman Munda,
Secretary,
Bihar Colliery Kamgar Union,
Bhurkunda, Colliery Branch,
PO: Bhurkunda, Distt: Hazaribagh-825301
(Jharkhand).

Vs.

The Project Officer,
Bhurkunda Colliery of M/s C.C.L.
PO: Bhurkunda, Hazaribagh-825301.

Order No. L-20012/141/2001-IR(C-I) dt.10.07.2001

APPEARANCES :

On behalf of the workman/Union : None

On behalf of the Management : None

State : Jharkhand

Industry: Coal

Dated, Dhanbad, the 26th November, 2019

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-20012/141/2001-IR (CM-I) dt.10.07.2001.**

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union to regularize Sri Awdhesh Singh as Underground Munshi is proper and justified? If so, to what relief is the concerned workman entitled and from what date?”

On receipt of the Order No. **L-20012/141/2001-IR (CM-I) dt.10.07.2001** of the reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute it was registered as Reference case No. 189 of 2001 on 08.08.2001 and accordingly an order to that effect was passed to issue notices through the Registered Post to the litigant parties concerned, directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Post were sent to the parties concerned.

2. The last hearing of the case was scheduled on 26.11.2019. None appeared from either side of the parties under Reference despite having been issued Regd letter dt. 05.11.2019. But neither the Union nor its workman concerned did turn up nor filed much awaited long outstanding Written Statement due over more than four years, a step very crucial for admitting the case in first stage. It originated in the year 2001 and so prima facie appears to be a stale one with due process adopted giving sufficient time to the workman/petitioner to defend the case before this Tribunal. In order to facilitate the workman to file the claim the Tribunal had provided ample opportunity on 4/7.1.2002, 04.06.2002, 01.10.2002, 28.02.2003, 18.08.2005, 13.05.2019, 04.06.2019, 04.11.2019 and finally on 26.11.2019 in line of natural justice. The Tribunal did take efforts to serve notices to both the parties on 16.08.2002 and 18.08.2005, 13.05.2019 and 05.11.2019 besides One Show Cause Notice dt.08.01.2003 at their respective addresses but that too also did not serve the purpose. Noteworthy the WS from the party who has raised the dispute, should have been filed within 15 days of the receipt of the order as stated in the Order of Reference from Government of India which reads as follows :

“The Parties raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central), Rules, 1957.”

3. The Case was adjourned on several dates on pretext over filing the Written Statement by the Sponsoring Union/workman concerned (Petitioner). The status of the case on scrutinizing revealed to have been hanging over filing W.S. since 10.07.2001, the date on which the Government of India referred this case to the Tribunal with copies endorsed to all parties including the petitioner. It is implied that workman who claimed to have dispute with the Employer during a long span of time could not be able to stake claim through Written Statement of Claim showing to prove the nature of grievance he had. What is found that apart from merely the copy of the Order of Reference from the Government of India in this regard neither the Sponsoring Union nor the workman has produced the Written Statement of claim that he has legitimate claim over the Management.

4. The case under reference is concerned with non-regularizing as Underground Munshi by the Management of Bhurkunda Colliery of M/s CCL, Hazaribagh an alleged action by the Management, and so the workman raised the dispute for adjudication before this Tribunal.

5. On the totality of the facts recorded there is only one opinion emerged out that the Sponsoring Union/workmen(Petitioner) is no longer interested to move ahead either by appearance or by filing long pending Written Statement of Claim. Further perusal of materials available on record points that workman/Sponsoring Union is neither serious nor interested in continuance of the dispute raised by it through adjudication on merits. Full natural justice has been done with the Sponsoring Union/workman as it rolled over for more than 18 years. It kept adjournment over adjournment. It is the Sponsoring Union's prerogative whether to file the WS or not before the Tribunal though all sorts of opportunity for the end of natural justice was provided by the Tribunal.

6. So the Tribunal has no option but to narrow down the failure of the Union to file Written Statement of Claim by the Sponsoring Union/workman till the last opportunity provided. Accordingly, the Instant Case is hereby disposed of for want of unwillingness of the Sponsoring Union/workman awarding no relief from the Employer/Management in the case matter.

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 10 जनवरी, 2020

का. आ. 70.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदनगर के पंचाट (संदर्भ सं. 12/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/80/2013-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 10th January, 2020

S.O. 70.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2014) of the Industrial Tribunal, Ahmednagar as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra, and their workmen, received by the Central Government on 10.01.2020.

[No. L-12012/80/2013- IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**IN THE INDUSTRIAL TRIBUNAL AT AHMEDNAGAR BEFORE SHRI B.R. GUPTA, PRESIDING OFFICER****Reference (IT) No. 12 of 2014 (CNR No. MHIC160001712014)****Between :**

The Zonal Manager, Bank of Maharashtra, Gurukul Nagar,
Lal Taki, Appu Chouk Ahmednagar-414001.

...First Party

And

Shri Vijay Machindra Kharat Age-29 years, Occ-Nil Post-Wakadi,
Tal-Rahata, Dist-Ahmednagar - 413719

...Second Party

Appearance : Shri Shirish Joshi, Advocate for 1st party.Shri K.Y. Modgekar, Advocate for 2nd party.**AWARD****(Delivered on 05-12-2019)**

(1) The Section Officer, Government of India, Ministry of Labour, New Delhi referred present dispute between of 2nd party workman and 1st party employer. Dispute referred as to whether dis continuation of services of 2nd party from 2-2-2013 is justified ? and what relief workman is entitled.

(2) Initially present Reference was sent to Industrial Tribunal cum Labour Court No.1, Mumbai for adjudication by Central Government by letter dt. 19-11-2013 Exh.O-2. In said reference dispute referred as to whether the action of the management Bank of Maharashtra, Zonal Office, Ahmednagar by dis-continuing the services of Vijay Macchindra Kharat w.e.f. 2-2-2013 is justified ? What relief the workman is entitled ?

(3) Subsequently, at the request of employee Central Government passed further order dt. 21-7-2014 and by way of said order transferred said reference to Industrial Tribunal, Ahmednagar. Accordingly, by way of transfer present reference came before this Tribunal for adjudication. Subsequently, in view of notice both the parties of reference appeared before this Court. Thereafter, 2nd party employee filed Statement of Claim vide Exh.U-6 and 1st party employer contested the claim by filing Written Statement at Exh.C-5.

(4) As per contention of 2nd party he started to work with Wakadi, Tal-Rahata, Dist-A.nagar branch of 1st party since 2004 as daily wage worker. Since that time he worked with 1st party till 2-2-2013. Lastly he was getting daily wages @ Rs. 150/- per day. As per his contention he worked towards 1st party for more than 100 of days. He is also educated up to 10th standard and belongs to backward class. As per his contention 1st party was making payment to him

on a voucher. On 24-12-2012 one part time sweeper Subhash Namdeo Jadhav on promotion transferred from Wakadi branch. Due to said transfer part time post of sweeper of Wakadi branch became vacant. As per 2nd party by letter dt. 28-1-2013 he requested to 1st party to make him permanent on the post of sweeper. However, instead of giving permanency to 2nd party, 1st party dis-continued 2nd party from service w.e.f. 2-2-2013. While terminating services of 2nd party 1st party not followed the provisions of I. D. Act. He was neither given notice, notice pay or compensation. Hence, act of 1st party is illegal. Second party requested that his termination order may be stayed and he may be continued in service and he may be also given continuity of service and back wages.

(5) First party denied the claim of 2nd party by W.S. vide Exh.C-5. They denied contention of 2nd party that he was working as part time sweeper in their Wakadi branch since 2004 as alleged. They also denied his contention that he had worked for more than 100 days as alleged. As per their contention 2nd party had worked at Wakadi, Tal-Rahata, Dist-A.nagar on daily wages intermittently during period 2007 to 2013. During said period 2nd party worked total period of 104 days. He also given chart regarding work of 2nd party with them year wise. They also denied contention of 2nd party that permanent post of sweeper is vacant with 1st party and 2nd party is entitled to get the service on said post. They also contended that 1st party has given advertisement in newspaper on 25-9-2012 for filling up the vacancies of 1/3rd part time sub staff. However, the 2nd party not applied for said vacancies. They also contended that remaining 3/4th part time sub staff is filled up from existing part time sub staff and therefore there is no vacant post in their bank. Hence, 2nd party cannot be absorbed in the post of part time sweeper. Hence, they requested to reject the claim of 2nd party.

(6) On the basis of pleadings Issues were framed below Exh. O-15. After hearing arguments of Mr. Shirish Joshi, Advocate for 1st party and Mr.K.Y. Modgekar, Advocate for 2nd party and perusal of written notes of arguments of 1st party at Exh.C-16 and evidence on record I have recorded my findings against them for the reasons given below :-

Sr. No.	ISSUES	FINDINGS
(1)	Does the 2 nd party prove that was employment of the 1 st party as alleged ?	Yes.
(2)	Whether the services were terminated ? If yes, Whether the termination was illegal / unjustified ?	No.
(3)	What Award ?	As per final order.

REASONS

(7) ISSUE NO.1 :

In this respect 1st party not disputed the fact that 2nd party was in their branch in employment. The only disputed aspect is length of service as well as working days of 2nd party. As per contention of 2nd party he worked in Wakadi branch since 2004 to 2013. However, as per 1st party he had worked intermittently from 2007 to 2013. Therefore, fact is not in dispute that 2nd party was in employment of 1st party. Hence, I answer Issue No. 1 in affirmative.

(8) ISSUE NO.2 :

In this respect to support his claim 2nd party examined himself and filed his evidence Affidavit vide Exh.U-6 on record. In said Affidavit he stated as per contention made in Statement of Claim. He also filed some documentary evidence with list Exh.U-13, Exh.U-15 and Exh.U-17. He had also applied for directing 1st party to produce some documents vide Exh.U-7. Said application was partly allowed and directions given to 1st party to give copy of some documents to 2nd party by taking copying charges and also to give inspection of some documents. In defence 1st party examined Dy. Zonal Manager Mr. Satten Kokane vide Exh.C-11/A. He also deposed as per defence taken in their W.S. They also produced some documents with list Exh.C-11.

(9) As per the evidence of 2nd party he is discontinued from service from 2-2-2013 without giving any notice, notice pay or compensation. However, as per defence of 1st party, 2nd party was not there permanent or temporary employee, on the contrary they used to engage him intermittently. Moreover, during the year 2007 to 2013 he worked only 104 days. Even they contended and deposed that on daily wages 2nd party worked till 31-3-2013 and not till 2-2-2013. Even they pleaded and deposed that in none of the year 2nd party worked in their branch for 240 days. Therefore, it is necessary to see as to whether alleged discontinuation of 2nd party from service is legal and as to whether any notice or notice pay or compensation was required to be given to 2nd party at the time alleged dis-continuation.

(10) In this respect it is not in dispute that 1st party is banking company and therefore it is semi-government institution. Moreover, they have to follow regular recruitment process to recruit the workers. In present case admittedly 2nd party was never recruited in 1st party bank. It is an admitted fact that neither there is appointment letter of 2nd party nor his signatures were obtained on attendance register at any time. He himself contends that payment was being given

to him on voucher. Therefore, admittedly there is no attendance register or other documentary evidence to support contention of 2nd party regarding his work.

(11) As per provisions of I.D. Act the services of workman who continuously worked for more than 240 days cannot be terminated without giving him notice and notice pay. However, for that purpose employee has to prove continuous service of 240 days in a year. However, in present case 2nd party neither in his Statement of Claim nor in evidence Affidavit vice Exh.U-10 any where stated that he had worked for more than 240 days in any year. On the other hand, since beginning 1st party took defence that in none of the year 2nd party worked for more than 240 days. Even 1st party given specific chart of daily wage working days of 2nd party. As per said chart in his entire service 2nd party worked only 104 days with them. Second party also not produced any documentary evidence to support his contention that in any year he had worked for more than 240 days with 1st party. In absence of any pleadings or any positive evidence regarding continuous work of 240 days in a year, it cannot be inferred that 2nd party worked for more than 240 days in a year with 1st party and therefore for dis-continuance of his service mandatory provisions of I.D. Act are required to be followed.

(12) In cross-examination of 1st party witness there is nothing to discard his testimony regarding actual work of 2nd party. No doubt in his cross-examination he given admission that on the basis of ledger and cash book it can be calculated as to how much days 2nd party worked with them. However, only on the basis of said admission it cannot be inferred that those documents not produced with intention to suppress the material fact regarding actual working days of 2nd party.

(13) In this respect Mr. Modgekar, Advocate for 2nd party on law point cited some reported judgments of Hon'ble Apex Court and High Courts. They are-

- (1) Gauri Shankar Vs. State of Rajasthan (2015-LLR-785) (SC)
- (2) Bright Export Ltd. Vs. Central Board of Trustees, EPF Organization (2016-LLR-487)
- (3) Sanjay Kumar S/o Surendra Kumar Sharma Vs Chief Executive Officer, Janpad Panchayat, Ratlam (2010-LLR- 1065)

In these citations it is held that for non production of muster rolls adverse inference may be drawn against employer. It is also held that party possessing best evidence should produce it and for non production of the same adverse inference may be drawn.

(14) No doubt in appropriate cases adverse inference may be drawn for non production of best evidence. However, ratio of said citation is not helpful to 2nd party in present case due to change of facts. In present case 2nd party neither pleaded nor stated on oath regarding more than 240 days work in a year. Moreover, since beginning 1st party contended that 2nd party not worked with them for 240 days in a year and also given specific chart of working days. Moreover, documents produced by 2nd party also recites that 2nd party was not on continuous work. On the contrary, as per document he used to work with 1st party intermittently. Considering said fact I hold that non production of cash book and ledger is not fatal in this case and no adverse inference can be drawn due to non production of said documents.

(15) So far as complaint in respect of inspection of documents as per order below Eh. U-7 is concerned, in that respect from perusal of order below Exh.U-7 and admission given by 2nd party in cross-examination it appears that 2nd party himself is at fault regarding inspection. In order below Exh.U-7 specific directions were given to take inspection by giving prior notice to concerned bank. However, in cross-examination 2nd party states that he do not remember whether he had given any letter to bank for taking inspection. He also states that he also do not remember whether on 14-3-2018 he given application to Court that bank has not given inspection of documents to him. Said fact shows that there is no substance in his contention that bank has not given inspection and documents as per order below Exh.U-7. Hence, I do not find any substance in the arguments of counsel of 2nd party on said aspect.

(16) From pleadings and evidence it appears that 2nd party was working in the branch of 1st party bank for very short period when regular sweeper remained absent. In none of the year he worked for more than 240 days. Therefore, it was not necessary on the part of 1st party employer to terminate services by applying provisions of I.D. Act. Even it was not necessary to terminate service by giving notice or termination order. Moreover, from evidence it appears that 1st party not dis-continued 2nd party from 2-2-2013 as alleged. On the contrary, he worked in the bank till 31-3-2013. Hence, I hold that 2nd party is not entitled to get any relief. I also hold that services of 2nd party were never terminated and his dis-continuance is not illegal. Hence, I answer Issue No.3 in negative and proceed to pass following order :-

ORDER

- (1) Services of 2nd party workman is not dis-continued from 02-02-2013 as alleged. Dis-continuation of his service from April, 2013 is legal and valid and cannot be termed as illegal.

- (2) Second Party workman is not entitled to get any relief as prayed.
- (3) Reference is accordingly answered in negative.
- (4) No order as to costs.
- (5) Award be drawn accordingly and copies be sent to the Section Officer, Government of India, Ministry of Labour, New Delhi for publication.

B. R. GUPTA, Presiding Officer

Date: 05.12.2019

नई दिल्ली, 10 जनवरी, 2020

का. आ. 71.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 46/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.01.2020 को प्राप्त हुआ था।

[सं. एल-12011/40/2009-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 10th January, 2020

S.O. 71.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Canara Bank, and their workmen, received by the Central Government on 10.01.2020.

[No. L-12011/40/2009- IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 02ND JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 46/2009

I Party

Sh. N. Neelakanta,
S/o Sh. K. Nanjaiah,
Since deceased by LR.

- (1) Smt. Nagarathna N,
W/o Late Neelakanta,
- (2) Smt. Vijayalakshmi N,
D/o Late Neelakanta,
- (3) Smt. Radhika N,
D/o Late Neelakanta,
- (4) Ms. Shivajothi N,
D/o Late Neelakanta,
- (5) Sh. Nagendra N,
S/o Late Neelakanta,
- (6) Sh. Krishnam Raju N,
S/o Late Neelakanta,

All residing at,
No. 1138, 11th Main Road,
Hampinagar, RPC Layout,
Vijayanagar,
Bangalore - 560 001.

II Party

The Dy. General Manager,
Canara Bank, DA Cell,
HRM Section, Circle Officer,
Bangalore Metro, No. 86. Spencer's Towers, M.G. Road,
BANGALORE - 01.

Appearance :

Advocate for I Party : Mr. M.C. Basavaraju

Advocate for II Party : Mr. T R K Prasad

AWARD

The Central Government vide Order No. L-12011/40/2009-IR(B-II) dated 18.09.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Canara Bank in imposing a penalty of compulsory retirement w.e.f. 29.03.2004 on Sh. Neelakanta, Ex-Sub-Staff is legal and justified? What relief the workman is entitled to?”

1. The dispute is raised by the Ex-employee of the 2nd Party Sh. Neelakanta challenging the punishment of compulsory retirement imposed on him as a measure of Disciplinary Action. During the pendency of the proceeding the workman expired and his Class-I Legal Heirs are pursuing the claim.

2. The admitted facts are,

the 1st Party workman was initially appointed as a Peon on 06.08.1983. He was issued articles of charge dated 14.10.2003 on the allegation of unauthorised absence between 17.05.2003 to 14.06.2003. He submitted his reply explaining the circumstances for his absence; not convinced by his reply Domestic Enquiry was conducted and the Enquiry Officer submitted his report holding that, the charges have been proved. Acting on the report, the 2nd Party proposed the punishment of compulsory retirement and scheduled personal hearing on 18.03.2004. The 1st Party did not attend the personal hearing and the punishment of compulsory retirement was imposed. The appeal preferred thereon is dismissed without appreciating the material on record.

The 1st Party in his claim petition disputed the veracity of the proceeding adopted by the Enquiry Officer, alleged lack of opportunity and violation of principles of natural justice during Domestic Enquiry. He further contends that, he is discriminated from that of the similarly placed employees who were though indulged in more than 20 serious default cases, are imposed minor punishments. He contends that, he is ineligible to get alternative employment and has no source of income and the punishment imposed on him is illegal, arbitrary and unsustainable.

3. The 2nd Party while justifying their action in their counter statement contend that, he is in the habit of absenting from duty frequently and unauthorisedly and they have also quoted three incidents wherein, he was punished on the similar charges. It is also contended that, Domestic Enquiry was conducted duly complying with the principles of natural justice. It is further stated that, since he failed to attend the personal hearing on the appointed date; taking into account, nature and gravity of the misconduct and agreeing with the findings of the Enquiry Officer he is imposed punishment of compulsory retirement as envisaged under Chapter XI Regulation 4 Clause (b) of Canara Bank Service Code. The Appellate Authority have afforded personal hearing to the 1st party workman and heard the submissions made by him; after adverting to the facts and circumstance of the case and the relevant records, the client interfere with the findings of the Enquiry Officer or the orders of the Disciplinary Authority.

4. On the rival contentions of the parties regarding veracity of the Domestic Enquiry, an issue regarding the fairness of the Domestic Enquiry was raised, tried and adjudicated as Preliminary Issue by upholding the fairness of the Domestic Enquiry.

5. Written argument is submitted on behalf of the 1st Party. Oral argument is addressed by Sh. TRKP for the 2nd Party.

6. The allegation as per the charge sheet was of unauthorised absence which was habitual;

During the year 2003 he was unauthorisedly absence for 16 occasions for 125 days out of which 103 days were treated 'absence without leave' on 'loss of pay'. So far his absence for 1837 days were treated as absence without leave, hence on loss of pay besides 527 days of loss of pay. On past three occasions, he was charge sheeted on the allegation of remaining absent unauthorisedly in violation of Bank Rules and appropriate punishments were imposed on him (number of three cases and the consequential punishments are quoted). Further another three occasions of remaining absent from duty without intimation / submitting proper leave application are quoted; he remained 64 days absent between 21.08.2002 to 23.10.2002 and submitted leave application on 24.10.2002; he remained absent for 29 days from 17.05.2003 to 14.06.2003 and submitted leave application on 15.06.2003; he remained absent for 22 days from 25.06.2003 to 16.07.2003 and submitted leave application on 17.07.2003. He had submitted leave application on the ground of sickness though there was no sufficient balance of sick leave to his credit hence, for all the above period his

absence was treated as unauthorised and absence without leave hence on loss of pay. With regard to absence on 17.05.2003 to 14.06.2003, he has not submitted medical certificate from Sevakshetra Hospital, Bangalore and did not produce supporting medical bills.

7. During the enquiry, two Officials were examined. The first witness was the Manager of the 1st Party workman through him the reports about the absence of the workman, leave applications were marked in evidence. He also stated that, while the 1st Party workman was working in the Bank he was frequently taking leave. The second witness was the Officer from the Disciplinary Branch and she produced the documents pertaining to the Disciplinary Actions taken against the 1st Party workman.

The 1st Party workman through his Defence Representative cross examined MW-1 but opted not to cross examine MW-2. Defence had no rebuttal evidence however, filed his submissions. It was the defence that, the CSE met with serious accidents in 1994 and he is under regular medical test and treatment; intake of heavy dose of medicines has resulted in side effects causing dramatic injury to head; he could not submit the leave applications immediately due to lack of knowledge but submitted the leave applications with relevant medical certificates from whom he has taken treatment.

Through MW-2 it was brought on record that, CSE was instructed to submit Medical Certificate from Government / Sevakshetra Hospital, whenever he was on leave on medical ground; but he did not comply the instructions of Staff Section (workman) Circle Office, Bangalore while availing subsequent leave on medical ground. MW-2 had also produced three absences without leave proceedings / MEX-5 to MEX-7, three charge sheets issued to him and the corresponding proceedings on previous occasions as MEX-10 to MEX-15. She had deposed on the basis of record that, he remained absent for 1884 days which was treated as AWL besides 524 days of absence with loss of pay. She identified MEX-9 communicated to the workman informing him that, during 2002, he remained absent for 272 days warranting Disciplinary Action. The evidence of MW-2 was not contradicted by cross examining her. Though, medical ground was projected as the reason for his unauthorised absence, the Enquiry Officer inferred that, he has remained absent unauthorisedly for more than 1 month amounting to gross misconduct within the meaning of Chapter XI, Regulation 3, Clause (r) of Canara Bank Service Code; thus, the charges were held to be proved by the Enquiry Officer. The said finding is based on un-contradicted records and cannot be found fault with. Though the workman was contending that, he submitted the leave application after the leave period, he does not dispute that he has not furnished Medical Certificates from Government / Sevakshetra Hospital as instructed by the Regional Office. Though, personal hearing was scheduled on two occasions proposing the punishment of compulsory retirement he failed to attend. Acting on the Enquiry report the proposed punishment was confirmed by the Disciplinary Authority. Though, so much was projected in the claim statement about the bonafide reasons for the absence, it is not the stage to receive any fresh evidence on the charge sheet allegations. There is no gain say to the finding of the Enquiry Officer that, he remained unauthorisedly absent for more than one month amounting to misconduct under Chapter XI, Regulation 3, Clause (r) of Canara Bank Service Code.

8. In the year 1993, he was punished with the warning for his unauthorised absence. The second misconduct as quoted in the charge sheet was of 2002. Reading in between lines would sound that because of the grievous injury suffered in the accident during the year 1994 he had to be under regular medical test and treatment was not the real reason for his subsequent absence commencing from the year 2002 onwards. The enquiry report cannot be found fault with since it is based on accurate documentary evidence. The punishment order passed acting on the said enquiry report is also justified since the workman is compulsorily retired and would have received all the terminal benefits. The claim of the 1st Party workman has no merit.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 02nd January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 10 जनवरी, 2020

का. आ. 72.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 17/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.01.2020 को प्राप्त हुआ था।

[सं. एल-12011/138/2008-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 10th January, 2020

S.O. 72.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 10.01.2020.

[No. L-12011/138/2008-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 02ND JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 17/2009

I Party

The General Secretary,
Syndicate Bank Staff Association,
Ananda Plaza, II Floor,
Near Ananda Rao Circle,
Bangalore - 560 009.

II Party

The Dy. General Manager,
Syndicate Bank,
Regional Office,
Nodal Industrial Relations Cell,
No.69, 9th Main, 3rd Block,
Jayanagar,
Bangalore - 560 011.

Appearance :

Authorised Representative for I Party : Mr. A Srinivasa Alse

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No. L-12011/138/2008-IR(B-II) dated 25.03.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Syndicate Bank, Zonal Office, Bangalore, Karnataka in imposing the punishment of reducing the basic pay of Shri H R Srirangaiah, clerk, Syndicate Bank, Tumkur Branch, Tumkur, Karnataka by two stages for a period of one year is justified and legal? What relief the workmen is entitled?”

1. The 1st Party Union has espoused the cause of the employee of the 2nd Party namely Sh. H.R. Srirangaiah who was working as a Clerk at Tumkur Branch of the 2nd Party. The workman was issued charge sheet on certain allegations and the Departmental Enquiry followed. On conclusion of the Enquiry the Enquiry Officer submitted his Report holding that the charges are proved; acting upon the Enquiry Report the Disciplinary Authority imposed the punishment of reduction in Basic Pay by one stage for one year on each charge and the punishments were to run separately.

2. The grievance of the 1st Party is,

that the workman denied the charges in his reply dated 10.06.2003, the allegations were false, the Enquiry Officer submitted a perverse finding; he had submitted his submission against the Report of the Enquiry Officer dated 08.11.2003. He was given personal hearing before passing the punishment order but the proposed punishment was confirmed by the proceedings of the Disciplinary Authority dated 10.12.2003; his appeal was rejected vide proceedings of the General Manager(P) dated 22.04.2004. The Disciplinary Authority had made an offer to the workman to voluntarily admit the guilt and accept certain punishment, to which the workman did not heed. Hence, they issued Charge Sheet to him. The Report of the Enquiry Officer is totally biased and he was not given due opportunity for his defence during the Enquiry. The Disciplinary Authority and Appellate Authority acted in a mechanical way without considering the final and cogent points raised by him. His past records were not considered while passing the final order. Hence, the prayer for restoration of increment and other consequential benefits including release of stagnation increment which he would have received but for the imposition of punishment.

3. The 2nd Party in their counter statement justified the action taken against the workman and denied the allegations made against the Enquiry proceedings and Enquiry Officer's Report.

4. On the rival contentions taken by both the parties touching the procedure of Enquiry, a Preliminary Issue was raised, tried and adjudicated holding the Domestic Enquiry held against the workman as fair and proper.

5. The allegation against the workman in the Charge Sheet dated 04.06.2003 were,

Firstly, he was entrusted with the Cashier's duty and was holding single lock keys of cash, before absenting from duties w.e.f. 30.09.2002 he failed to hand over the keys of the single lock cash box to the Manager by recording in the Key Register. He abruptly left the Branch leaving the cash keys in the cash counter without intimating to the Supervisor. Thus, committed misconduct of "doing acts prejudicial to the interest of the Bank" vide Clause 5(j) of Bipartite Settlement dated 10.04.2002.

Secondly, he was entrusted with the preparation / submission of half year end returns at the Branch by issuing office order dated 22.09.2002. Vide another letter dated 18.09.2002 he was instructed to complete accrued interest of VCC on that day itself, to extract balancing of the same. He was also entrusted with preparation of half-year-end returns to be completed before 30.09.2002; he was also informed that he was not interested to attend half-year-end work even though it was fast approaching. He was advised to co-operate with the Branch Manager to complete the half-year work, without giving scope for further action in this regard. Despite the above, he remained absent w.e.f 30.09.2002 on which day Balance Sheet was required to be prepared / submitted. In this connection he was issued one more letter dated 04.10.2002. Still he failed to prepare / comply the half year end returns within stipulated time thus causing avoidable inconvenience / embarrassment to the Branch.

The above acts constitute Gross Misconduct within the meaning of Clause 5 of the Bipartite Settlement dated 10.04.2002.

6. In the charge sheet itself the workman was called upon to make voluntary admission of guilt within 10 days for which they have proposed lenient punishment of reduction in Basic Pay by one stage for one year, for each of the charges and the punishments would run separately. Failure to make voluntary admission within 10 days, the Management would conduct Departmental Enquiry, appropriate punishment would be imposed if the charge is proved in the Enquiry. The workman opted not to admit the charges.

7. During the Enquiry the then Manager of the Branch Giriyanahalli, was examined for the 2nd Party and was thoroughly cross examined and documents MEX-1 to MEX-6 were marked in support of the charges.

The 1st Party adduced rebuttal evidence by examining himself and 11 documents were marked on his behalf.

8. With regard to the first charge On analysis of the evidence of both witnesses the Enquiry Officer observes that, the CSE was holding the single lock cash keys of the Branch on 28.09.2002; as per MEX-2 (single lock cash book of 27.09.2002 and 28.09.2002) he handled the cash as cashier on 28.09.2002; 29.09.2002 was Sunday and 30.09.2002 was half yearly closing day. MW-1 himself had performed the cash duty on 01.10.2002. It was evident from the statement of MW-1 that on 28.09.2002 CSE worked in the Branch upto 2.30p.m, they had checked the single lock and kept the cash in the Double lock, around 12.45 p.m or 1.00 p.m.

The defence was, CSE worked in the Branch from 6.30 to 7.00 pm on 28.09.2002 and had informed the Manger about the health condition, he also informed that if fever persists he may not be able to attend the duty on 30.09.2002. When he went to hand over the key to the Branch Manager (MW-1) he told that CSE should attend to his duties. However, there was no entry in the single lock key register. There was no mention about keeping or leaving single lock key and cash cabin key on the table of the Branch Manager and informing MW-1 about the illness of the CSE, in reply (MEX-6) submitted by the workman to the letter of the Manager (MEX-3) to the workman dated 04.10.2002. The defence had failed to establish the timings of working by the CSE on 28.09.2002 upto 7.pm and about keeping the single lock key and cash cabin key in front of the Manager. Thus, the learned Enquiry Officer rejected the whole theory of defence that he had been to the Branch Manager's Cabin on 28.09.2002 at 7.pm and informed the Branch Manger about his health condition and his inability to attend the duty on 30.09.2002. It was also noticed from MEX-1 that there was no prompt entry about movement of keys as required by the procedure. For that the Enquiry Officer holds the CSE is responsible for not following the procedure as set out in MOI. It was also noticed that leave was not sanctioned to him as on 04.10.2002 and he did not turn up on 01.10.2002. Since, there was no mentioning in MEX-3 regarding non handling over of the Cash cabin key. He rejected the story of the defence that CSE kept the single lock cash key and also the cabin key on the table of the Branch Manager on 28.09.2002.

9. As regards to second charge the documentary proofs are, MEX-4 / is the office order issued to the workman dated 19.08.2002, MEX-5 / the letter of the office dated 18.09.2002 issued to the CSE, MEX-6 / is the letter dated 01.10.2002 issued by the Manager to the CSE. The defence was, there was a mutual agreement between the CSE and

Mr. Gopal and the CSE orally agreed to prepare the *Return II B, C, D*. During his rebuttal evidence CSE had admitted that *Ret II B, C, D* were all the existing NPA Accounts drawn by him and the finalisation was kept pending, since same had to be attended on 30.09.2002. He pointed out that MW-1 had admitted that the CSE had attended certain work connected to half yearly work. His wife had cell phoned the Branch in respect of his absence from 30.09.2002 to 01.10.2002. MW-1 during his cross examination had stated that said information was not conveyed to him. Drawing inference from DEX-6 dated 09.10.2002, Enquiry Officer observes that the CSE had not mentioned about informing the Branch Manager of his absence through his wife on 30.09.2002. On that the Enquiry Officer puts the onus on the workman for not contacting MW-1 over phone either on 30.09.2002 or on 01.10.2002, but chose to inform only on 03.10.2002. The Enquiry Officer though notices from DEX-1 an admission emerging during the cross examination of MW-1 substantial portion of returns was prepared by CSE still filling up of certain columns with figures, totalling of certain columns, correction of provision figures were done by Marlur Branch Staff and the returns were finalised. This fact was also admitted by CSE during his cross examination. His absence though was subsequently authorised the Enquiry Officer draws inference that the inconveniences caused by his unauthorised absence at that particular point of time cannot be neutralised. His absence on the day of finalisation of returns without informing the Competent Authority led the Enquiry Officer to infer that he has caused avoidable inconvenience / embarrassment to the Branch.

The defence had raised various contentions that the office order for doing annual returns or quarter end returns were not furnished to him, he was not made known about the authorisation of the leave period. The office order vide MEX-3 relating to his absence of 20 days since he was not available to the Branch on account of ill health etc.

But the Enquiry Officer brushed aside such contentions with his observation that he was absent on crucial dates when the attention was on half yearly end work, preparation and submission of Balance Sheet and other returns, it was within the authority of the Bank Manager to call for explanation and satisfy himself with the explanation given and the letters issued to him calling for explanation as per MEX-3 and MEX-6 directly related to the charges.

10. Contrary to his own defence 1st Party had admitted that MW-1 had cordial relation with him; no office order was issued earlier for half-year-end and there was no question of CSE being allotted work irrespective of office order (one of the grounds of defence was MW-1 allotted duties irrespective of office orders). Thus the Enquiry Officer assessed the evidence filament by filament and concluded that his absence from 30.09.2002 to 01.10.2002 was without intimation / prior permission / prior sanction from the Branch Manager that too during the crucial period of half year end closing and the Branch was put to inconvenience; they had to get the staff deputed from Marlur Branch to complete half year end returns.

11. The finding of the Enquiry Officer is entirely based on the evidence received during the enquiry and the finding is supported by prudent reasoning, the CSE himself submitted his remarks to the Enquiry Report mentioning "Hair splitting analysis made by the Enquiry Officer...."

12. The Disciplinary Authority has accepted the Enquiry Report and imposed punishment which was proposed in the charge sheet. The submission made on his behalf during the personal hearing is also considered viz a viz the Enquiry Report and the Enquiry Records. The Appellate Authority has also confirmed the punishment after considering the submissions of the CSE.

13. The Enquiry Report is neither perverse nor arbitrary as alleged, every finding is founded on the evidence collected during the Enquiry, it is a minor Punishment Order, stoppage of 2 increments for 2 years is temporary, thus proportionate to the gravity of the misconduct proved and does not warrant interference under Sec 11 of 'the Act'.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 02nd January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 13 जनवरी, 2020

का.आ. 73.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आईआरईएल (भारत) लिमिटेड के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
- (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –
 - (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अधीन प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
 - (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
 - (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
 - (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—
 - (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या
 - (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
 - (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।

(6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/08/2014-एसएस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 73.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **IREL (India) Limited** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.

(6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/08/2014-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 74.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए **बीईएमएल लिमिटेड** के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
- (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –
 - (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
 - (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
 - (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
 - (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं –
 - (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या
 - (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या

- (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।
- (6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/13/2013-एसएस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 74.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **BEML Limited** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or

- (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/13/2013-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 75.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एचआईएल (भारत) लिमिटेड के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
- (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –
 - (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
 - (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
 - (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
 - (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—
 - (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या

- (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
 - (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।
- (6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/12/2013-एसएस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 75.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **HIL (India) Limited** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

- (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/12/2013-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 76.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हिन्दुस्तान न्यूज़प्रिन्ट लिमिटेड, कोट्टयम, केरल के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
 - (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
 - (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
 - (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
 - (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –
- (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
 - (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
 - (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
 - (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—
- (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या

- (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
- (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
- (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।
- (6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/08/2012-एसएस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 76.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **Hindustan Newsprint Limited, Kottayam, Kerala** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

- (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No.S-38014/08/2012-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 77.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इंडियन फार्मर्स फर्टिलाइज़र कोऑपरेटिव लिमिटेड के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अध्वधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अध्वधीन था (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
- (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –
 - (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अधीन प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
 - (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
 - (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
 - (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—
 - (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां

और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या

- (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
 - (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।
- (6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/05/2014-एसएस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 77.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **Indian Farmers Fertiliser Cooperative Limited** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and

- allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
- (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/05/2014-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 78.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए **कृषक भारती कोआपरेटिव लिमिटेड** के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
- (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए—
 - (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
 - (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षानुसार बनाए गए थे या नहीं; अथवा
 - (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
 - (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—

- (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या
 - (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
 - (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।
- (6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/03/2014-एसएस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 78.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **Krishak Bharti Cooperative Limited** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

- (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[F. No. S-38014/03/2014-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 79.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए ओएनजीसी मैंगलोर पेट्रोकेमिकल्स लिमिटेड के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
- (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –
 - (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
 - (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
 - (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा

- (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—
- (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या
 - (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
 - (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।
- (6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/01/2016-एसएस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 79.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **ONGC Mangalore Petrochemicals Limited** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

- (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/01/2016-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 80.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए **राष्ट्रीय केमिकल्स एंड फर्टिलाइज़र्स लिमिटेड** के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियुक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;
- (5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –
 - (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा

- (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
- (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
- (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—
- (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या
 - (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
 - (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।
- (6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/02/2013-एसएस-1 (पार्टी)]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 80.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **Rashtriya Chemicals and Fertilizer Limited (Trombay and Thal units)** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
- (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/02/2013-SS-I(pt)]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का.आ. 81.—केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राउरकेला स्टील प्लांट ऑफ़ सेल के नियमित कर्मचारियों को एतद्वारा उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि तक लागू रहेगी।

2. यह छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) प्रतिष्ठान छूट प्राप्त कर्मचारियों के नाम और पदनाम दर्शाते हुए कर्मचारियों का रजिस्टर बनाएगा;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त करते रहेंगे जिनके वे इस अधिसूचना द्वारा मंजूर छूट के प्रचालन की तारीख से पहले अदा किए गए अंशदान के आधार पर हकदार होते;
- (3) छूट प्राप्त अवधि का अंशदान, यदि पहले ही अदा कर दिया गया हो, लौटाया नहीं जाएगा;
- (4) उक्त कारखाने या प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम के प्रचालन के अधीन था (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है), ऐसे प्ररूपों में तथा ऐसे

विवरण वाली विवरणी प्रस्तुत करेगा जो इससे कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के अंतर्गत उक्त अवधि के संबंध में देय थीं;

(5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंतर्गत निगम द्वारा नियुक्त कोई सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस निमित्त प्राधिकृत निगम का कोई अन्य कार्मिक निम्न प्रयोजनों के लिए –

- (क) उक्त अवधि के लिए उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी विवरणी में उल्लिखित विवरणों का सत्यापन करेगा; अथवा
- (ख) पता लगाएगा कि उक्त अवधि के लिए रजिस्टर और रिकार्ड कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 की यथा अपेक्षित बनाए गए थे या नहीं; अथवा
- (ग) पता लगाएगा कि इस अधिसूचना के अंतर्गत दी जा रही मंजूरी के विचाराधीन कर्मचारी, नियोक्ता द्वारा नकदी और वस्तु-रूप में प्रदत्त लाभों के हकदार बने रहते हैं या नहीं; अथवा
- (घ) पता लगाएगा कि निम्न हेतु सशक्त किए जाने वाले उक्त कारखाने के संबंध में इन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी उपबंधों का पालन किया गया था या नहीं—
 - (i) मूल या आसन्न नियोक्ता उससे इस अधिनियम के प्रयोजनार्थ ऐसी सूचना की अपेक्षा करे जिसे वह इस अधिनियम के प्रयोजनार्थ आवश्यक समझता हो; या
 - (ii) ऐसे मूल या आसन्न नियोक्ता द्वारा अधिकृत किसी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसरों में किसी उचित समय पर प्रवेश करे तथा उसके प्रभारी पाए गए किसी व्यक्ति से अपेक्षा करे कि वह कार्मिकों के नियोजन और मजदूरी के भुगतान से संबंधित लेखे, बहियां और अन्य दस्तावेज इस निरीक्षक या अन्य अधिकारी के समक्ष पेश करे और जांच करने दे अथवा ऐसी सूचना उसके समक्ष पेश करे जिसे वह आवश्यक समझे; या
 - (iii) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए मूल या आसन्न नियोक्ता, उसके एजेंट या नौकर, या किसी व्यक्ति अथवा किसी ऐसे व्यक्ति की जांच करे जिसे उक्त निरीक्षक या अन्य कार्मिक, कर्मचारी मानने का यथोचित कारण रखता हो; या
 - (iv) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में बनाए गए किसी रजिस्टर, बही-खाते या अन्य दस्तावेज की प्रतियां बनाए या उद्धरण ले; या
 - (v) यथा विनिर्दिष्ट अन्य शक्तियों का प्रयोग करे।

(6) विनिवेश और निगमीकरण के मामले में, प्रदान की गई छूट निरस्त मानी जाएगी और तब नई इकाई छूट के लिए समुचित सरकार के समक्ष आवेदन कर सकती है।

[सं. एस-38014/12/2014-एसएस-I]

मदन चौरसिया, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 81.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the **Rourkela Steel Plant of SAIL** from the operation of the said Act. The exemption shall remain in force for a period of one year from the date of issue of this notification.

2. The exemption is subject to the following conditions, namely:-

- (1) the establishment shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory or establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) any Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (a) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (b) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (c) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (d) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to—
 - (i) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (ii) enter at any reasonable time, any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (iii) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (iv) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (v) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/12/2014-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2020

का. आ. 82.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स प्रकाश कंस्ट्रक्शन एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 21/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.01.2020 को प्राप्त हुआ था।

[सं. एल-30012/13/2015-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 82.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2015) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Prakash Construction and other and their workman, which was received by the Central Government on 13.01.2020.

[No. L-30012/13/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sh. A. K. Singh, Presiding Officer**ID No.21/2015**

Registered on:-18.05.2015

Santosh Kumar Mishra S/o Raj Kumar Mishra, H.No.1705,
New Housing Board Colony, Haryana.

...Workman

Versus1. M/s. Prakash Construction, House No.1069-P,
Sector 13-17, HUDA, Panipat, Haryana.2. M/s. Harman Engineering, Virk Nagar, Shodapur,
Panipat, Haryana.

...Respondents/Managements

AWARD**Passed on:-02.12.2019**

Central Government vide Notification No. L-30012/13/2015-IR(M) Dated 29.04.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of M/s Prakash Construction in terminating the services of Sh. Santosh Kumar Mishra S/o Sh. Raj Kumar Mishra w.e.f. 05.03.2014 is justified? If not, what relief the workman is entitled to and from which date?”

1. Both the parties were put to notice and claimant Santosh Kumar Mishra filed his statement of claim with the averment that he was engaged as Helper in Mechanical Department of M/s Harman Engineering, contractor of Panipat Refinery from 04.09.2009 and his services were terminated on 04.03.2014 without any notice without any payment of compensation. The workman was rendering his service @ Rs.200/- per day. The workman had completed more than 240 days of service in each calendar year but he was terminated without any enquiry and payment of gratuity, bonus, home rent, leave encashment etc. which is payable by the management. The workman has moved an application before the conciliation officer on 13.03.2014 but respondent/management refused genuine request of the workman resulting this reference by the appropriate government. Claimant has his gate pass and service rendered and overtime documents for

the services rendered to manager M/s. Harman Engineering Panipat Refinery. Prayer has been made for legal remedies available with the Tribunal.

2. Respondent no.1 M/s. Prakash Construction has not filed any written statement.

3. Respondent no.2 Harman Engineering has filed its reply, alleging that claimant was an unskilled worker, who was given first assignment in October 2009. In the year 2009-2010 he had worked only for 16 days, in 2010-2011 for 129 day, in 2011-2012 for 54 days, in 2012-2013 for 40 days and in 2013-2014 he had worked for 150 days. It is further alleged that management has never retrenched the claimant and he has left the services out of his own free will in February 2014. The engagement of workman was absolutely temporary and he was retained by the proprietorship concerned M/s Harman Engineers on assignment to assignment basis depending upon the quantum of work allotted by the principal employer Panipat Refinery. The workman was never an employee of Panipat Refinery. The present litigation is an abuse of process of Court and the workman is not entitled for any relief and reference is liable to be dismissed.

4. In support of his case, workman appeared in the witness-box and tendered his evidence by way of affidavit. However, the management of M/s. Harman Engineering has not led any evidence and was proceeded ex parte on 13.11.2019.

5. I have heard Sh. S.R. Kajla, learned counsel of workman and have gone through the records carefully.

6. There is no dispute about the preposition of law that onus to prove that claimant was in the employment of management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he has worked with the employer for 240 days or more in a calendar year. In this regard, reference may be made to the case of ***Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.***

7. There is hardly any dispute with the preposition of law as propounded in the aforesaid case. However, the factual scenario in the present case is bit different, inasmuch as the management in its written statement has clearly admitted the factum of employment of the claimant inasmuch as it has been stated that the workman was engaged by M/s. Harman Engineering in the month of September 2009 and he worked upto March 2014. As such, it clearly establishes relationship of employer-employee between the management and claimant. In this regard, reference can be made to the decision in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532.*** wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part-time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. In these circumstances, it stands proved that there existed relationship of employer-employee between the parties.

8. Equally settled is the position of law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act. It is a specific case of the workman/claimant that he was engaged as helper in Mechanical Department of M/s Harman Engineer Works, who is a contractor of Panipat Refinery on daily wage basis from 04.09.2009 and he worked as such till 04.03.2014 when his services were illegally terminated. He in fact had completed more than 240 days of service in each calendar year and no notice period was given to him prior to his termination of services by the management. The affidavit filed by the claimant/workman is in the line of the averment made in the claim petition. He has also filed on record the copies of extract of attendance as Annexure W-1, copy of training card inside the refinery for daily work as Annexure W-2, copy of letter of Harman Engineers in and out work as Annexure W-3, copy of medical treatment regarding burn injury during discharging his duties inside the refinery as Annexure W-4 and W-5. I may mention that the

management has not adduced any evidence and stated with respect to the facts mentioned in the written statement. The evidences which are on record is a proof that workman has worked with Harman Engineer as is alleged in the claim petition.

9. Contrary to this, management M/s Harman Engineers has alleged in its written statement that workman had worked only for 150 days from the October 2009 to the year 2014. As per the averments made in the written statement, workman had himself left the job and his services were not terminated/retrenched by the management of M/s Harman Engineers. But management has not filed any evidence in the form of attendance register or muster-roll or evidence regarding payment that he had only worked for 150 days throughout the span of service from 2009 to 2014 as is alleged in the written statement of the management. There is nothing on record to prove that if the workman has left his job at his own whether management had tried to get him back by issuing any letter, notice etc. to prove his version regarding the job left by the workman. In view of this, as discussed above, the contention of the workman that the workman did not work for 240 days does not hold ground.

10. Now the vital question arises for consideration is whether termination of the claimant/workman from his services by the management w.e.f. 04.03.2014 is in accordance with law? It is neither the case of the management that any notice or compensation in lieu of notice period was given to the claimant prior to termination of his services w.e.f. 04.03.2014, nor any such evidence has been led on record by the management. It is reiterated that the management did not examine any witness to rebut the case of the claimant. In these circumstances, this Tribunal has no hesitation to hold that the services of the claimant were terminated by the management w.e.f. 04.03.2014 in violation of the provisions of Section 25-F of the Act.

11. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the management to be illegal and void under the law.

12. Since there is no evidence on record that any valid notice was issued by the management to the workman at the time of termination or in lieu of such notice any compensation was paid to him as such, action of the management in terminating the services of the workman is held to be illegal and void. Now the residual question is whether the claimant/workman is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the management from September 2009 to March 2014 though on daily wage basis. There is no show cause notice or memo issued to the claimant/workman by the management. Moreover, the job of the workman is of perennial and regular nature. The Hon'ble Apex Court in the case of "Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under:

"The propositions which can be culled out from the aforementioned judgments are:

- "i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the workman wads gainfully employed and was getting wages equal to the wages he wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."*

13. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25-F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

14. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716 observed as under:-

“There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.”

15. The Hon’ble Apex Court while considering the violation of Section 25-F of the Act in *Incharge Officer & Anr. V. Shankar Shetty*, (2010) 9 SCC 126: 2010 LLR 1137 and after referring to the various decisions, held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it was observed as under:-

“2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947(for short “the ID Act”)? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttaranchal Forest Development Corpn. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008) 5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v. Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)

“7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed.”

16. Yet, in another latest case, the Hon’ble Apex Court in *District Development Officer Vs. Suresh* 2018 LLR 225 awarded lump sum compensation of Rs.2.50 lac in lieu of reinstatement with back wages where the workman was daily wager and have served the management only for two and half years in the case in hand.

17. Having regard to the legal position as discussed above, this Tribunal is of the opinion that the workman was continuously in the employment of management from 04.09.2009 to 04.03.2014 this Tribunal is of the firm view that the claimant herein is entitled for compensation of Rs.3,50,000/- and in case, this amount is not paid within one month from the date of publication of the award, the workman shall be entitled to the said amount with 6% interest from the date of notification till realisation.

A. K. SINGH, Presiding Officer

नई दिल्ली, 13 जनवरी, 2020

का. आ. 83.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स लाइफ इंश्योरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 16/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.01.2020 को प्राप्त हुआ था।

[सं. एल-17012/136/2014-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 83.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947)] the Central Government hereby publishes the award (Ref. No. 16/2015) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India and their workman, which was received by the Central Government on 13.01.2020.

[No. L-17012/136/2014-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI**

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-II,
New Delhi

INDUSTRIAL DISPUTE CASE No. 16/2015Date of Passing Award : 20th December, 2019

Shri Balam Singh Bisht,
s/o. Shri Nathu Singh Bisht,
r/o. 19, Hydell Colony, Near Circuit House,
Bareilly (UP).

... Workman/Claimant

Versus

1. Divisional Manager,
Life Insurance Corporation of India,
Divisional Office,
Jeevan Prakash, Deen Dayal Puram,
Bareilly, U.P. -243122.

2. Zonal Manager,
Zonal Office,
Life Insurance Corporation of India,
Kanpur 208002.

3. CMD,
Central Office,
Life Insurance Corporation of India,
Yogkshem Jivan Bima Marg,
Mumbai, Maharashtra 400001.

... Managements

Appearances :-

Shri V. S. Baghel : For the Workman

None : For the Managements

AWARD

This Award shall decide a reference which was made to this Tribunal by the Ministry of Labour, Government of India vide letter No.L-17012/136/2014-IR(M) dated 05.12.2014 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short “the Act”) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the workman has been denied the benefits of the provisions of Section 25-F of the Industrial Disputes Act, 1947 ? Whether he had earned right of absorption having been engaged for a considerable period of time even though on temporary/daily wages? If so, what benefit he should be provided by the management of Life Insurance Corporation of India, Divisional Office, Bareilly?’

2. Notices were issued to both parties. The claimant/ workman filed statement of claim with the averments inter-alia that he was appointed in the year 2003 in the office of Management No.1 as class IV employee on temporary basis. He rendered his services to the entire satisfaction of the Management. Since temporary workers has been working for last several years, they demanded regularization of their services but the Management paid no heed to their request. Then, they moved Hon’ble High Court of Allahabad vide W.P. No.53095/2011 for regularization of their services and the Hon’ble High Court vide its order dated 14/9/2011 directed the Management to consider their case. Despite that, the claimant/workman was not regularized rather his services were abruptly and illegally terminated without any rhyme or reason w.e.f. 9/5/2012. It is pleaded that the workman/claimant had rendered continuous service for more than 240 days in a calendar year. While terminating the services of the workman concerned, no notice or pay in lieu thereof or compensation was paid to the claimant/workman and thus, the management violated the provisions of Section 25-F of the Act. He sent a demand notice dated 25/11/2013 for his reinstatement into service but the management sent an absurd response vide letter dated 6/12/2013 stating that the Hon’ble High Court had not directed to regularize the services but to consider the representation. He has prayed for reinstatement into service with back wages and all consequential benefits.

3. Management of Life Insurance Corporation filed its written statement, submitting that the workman was never appointed by Management No.1. Denying that the workman was appointed in the year 2003 in the office of Management No.1 as class employee on temporary basis or that he worked for 240 days in any calendar year in the Management of LIC or that the Management violated the provisions of Act, it has been alleged that **the workman was engaged due to exigencies** and seasonal fluctuation of work intermittently as and when required in the office of Management/s on purely daily wage basis as per policy of the Management Corporation. It has been denied that the case of workman falls within the ambit of abrupt termination or retrenchment under the provisions of Section 25-F of the Act. The workman had not worked for more than five years which was necessary eligibility criteria for qualifying the written examination as contained in the order of Hon’ble Supreme Court in Civil Appeal No.953-968 of 2005. The workman was not having requisite qualification for appointment in view of the approved scheme of criterion for working in LIC for more than five years. Prayer has been made for rejection of the claim petition.

4. The claimant filed rejoinder to the written statement of Management whereby he reiterated his own case as set up in the claim petition and denied the allegations of the Management.

5. On the pleadings of the parties, following issues were framed by the learned Predecessor of this Tribunal on 30/11/2015 and claimant/workman was directed to lead his evidence :-

- (1) Whether the workman has been denied the benefits of the provisions of Section 25-F of ID Act, 1947 ? If so, its effect ?
- (2) Whether he had earned right of absorption having been engaged for a considerable period of time even though on temporary/daily wages ? If so, its effect ?
- (3) To what benefits the workman to be provided by the management of LIC of India, Divisional Office ?

6. In order to prove his case, the workman himself entered the witness box as WW1. He tendered his evidence by way of affidavit Ex.WW1/A and placed reliance on the documents Ex.WW1/1 to Ex.WW1/13. On the other hand, the Management examined Shri SBL Hans, Faculty Member as MW1 who also tendered his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/3 & Ex.WW1/M-1.

7. Arguments were advanced by Shri V.S.Baghel, A/R of the workman/claimant, as none appeared on behalf of the Management to address arguments. Records perused. Findings on above issues are as follows.

Issue No.1 to 3 :-

8. All these issues are taken up together and they can be disposed of conveniently by common discussion.

9. According to the case of the workman/claimant, after having been appointed in the year 2003 in the office of Management as class IV employee on temporary basis, he worked till 8/5/2012 but instead of regularizing his services,

the Management abruptly and illegally terminated his services without any rhyme or reason w.e.f. 9/5/2012. He claimed to have rendered continuous service for more than 240 days in a calendar year and that while terminating his services by the Management, no notice or pay in lieu thereof or compensation was paid to him and thus, the management violated the provisions of Section 25-F of the Act and did not regularize his services despite his eligibility. On the contrary, stand taken by the Management is that the workman/claimant was engaged due to exigencies and seasonal fluctuation of work intermittently as and when required in the office of Management/s on purely daily wage basis as per policy of the Management Corporation. The workman had not worked for more than five years and as such he was not having requisite qualification for appointment in view of the approved scheme of LIC. The case of the workman does not fall within the ambit of abrupt termination or retrenchment under the provisions of Section 25-F of the Act.

10. In order to decide the question of relationship of employer and employee between the Management and the claimant herein and the issue whether the workman/claimant worked under the Management for a period of 240 days in a calendar year as provided under Section 25-B of the Act for attracting the conditions precedent to retrenchment of workman as provided under Section 25-F of the Act, this Tribunal has to consider the oral as well as documentary evidence adduced on record. In this respect, it is appropriate to refer to the affidavit Ex.WW1/A of the claimant. It is clear from the perusal of the affidavit Ex.WW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. The claimant has filed on record copy of the letter dated 25/2/2003 (Ex.WW1/A) issued by Manager (Personnel), LIC, Bareilly, calling him for interview for the post of Temporary Sub-staff (Peon); copy of offer/letter of appointment dated 7/6/2003 (Ex.WW1/2) which shows that he was appointed in the office of Management no.1 on temporary basis for 85 days. Ex.WW1/3 is the copy of the copy of office note of LIC, Bareilly Division (dated 21/11/2006) regarding payment of honorarium to the members of invigilation team (which also included the name of claimant B.Bisht, as daily wager) for conducting written test in respect of 2nd batch of Urban Career Agents 2006-2007. Document Ex.WW1/4 is the copy of order dated 14/9/2011 passed by Hon'ble High Court of Allahabad in Writ A No.53095 of 2011, whereas Ex.WW1/5 is the copy of demand notice; Ex.WW1/6 is the copy of claim which the workman had filed before the Conciliation Officer, Dehradun & its reply by the Management is Ex.WW1/7; Ex.WW1/8 and Ex.WW1/11 (colly) are the copies of vouchers/receipts of payments to the workman at different points of time. Document Ex.WW1/2 is the copy of undated certificate showing as the workman/claimant had been working as daily wager in the office of LIC, Bareilly.

The claimant has been cross examined and in his cross examination, he has deposed that he was paid wages on the basis of days he worked. He was appointed temporarily as class IV employee. He denied the suggestion that he had not completed five years continuous service due to which he was not regularized. He also admitted that he had not participated in the examination.

11. Although the affidavit Ex.MW1/A filed by MW1 SBL Hans is in conformity with the averments made in the written statement, however this witness of the Management showed his ignorance if the workman/claimant of this proceeding had joined as a temporary employee in the DTC department of divisional office of LIC, Bareilly. He admitted that the workman/claimant worked in the DTC department of LIC, Bareilly Division during August, 2003 to 2008 but with intermittent break. He conceded that in the year 2011 the claimant/workman alongwith others had preferred a Writ before Hon'ble High Court claiming for regularization of their service and the Hon'ble High Court had directed the Management to consider their case according to rules.

12. Copy of the order dated 14/9/2011 of the Hon'ble High Court of Allahabad passed in Writ-A No.53095 of 2011 has been filed on record as Ex.WW1/4, perusal of which shows that case of the petitioners including the workman herein was that they fulfill the eligibility requirements as mentioned in the notification dated 20/5/2011 issued by LIC but they were permitted to appear at the examination, whereas stand of the Management was that the writ petitioners had not worked continuously for five years which was a condition necessary for appearing at the examination and in such a situation, the Management of LIC was directed to consider the grievance/representation of the petitioners and to render an appropriate reasoned decision thereon expeditiously, preferably within four weeks.

13. It clearly emerges from the pleadings as well as evidence of the parties as discussed hereinabove that the workman/claimant was engaged by the Management - may be on daily wage/temporary basis and he worked under the Management during August, 2003 to 2008 but with intermittent break.. Needless to mention that casual/part time workers do come within the purview of definition of workman as provided under Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a

person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

14. It is fairly settled that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year. The management has not produced on record any documentary evidence to rebut the version of the claimant that he continuously worked in the Management from 2009 till 8/5/2012 when his services were illegally and abruptly terminated w.e.f. 9/5/2012. From the order (Ex.WW1/2) of the Hon’ble High Court of Allahabad, stand taken by the Management was that the writ petitioners (inclusive of the claimant/workman) had not worked continuously for five years which was a condition necessary for appearing at the examination. It was not the stand of the Management that the workman/claimant had not even completed 240 days in a calendar year. Documents relied upon by the Management are not of much help to the case of the Management, inasmuch as document Ex.MW1/1 (Mark-A) is the copy of the order passed by Hon’ble Supreme Court in Civil Appeal No.953-968 of 2005, directing the Management to hold written examination for all those temporary employees who were working in LIC for more than five years and who possessed minimum eligible qualification, as per scheme formulated by LIC, for their absorption/regularization; document Ex.MW1/2 (Mark-B) is the copy of circular, inviting applications from all eligible temporary employees in class IV cadre and document Ex.WW1/M-1 is the copy of letter dated 13/10/2011 whereby the workman was intimated that his representation was considered & not accepted as he had not rendered five years’ service under the Management as on 18/1/2011. From these documents it can be simply inferred that representation of the workman was rejected as he not completed five years service under the Management as on 18/1/2011 but these documents also substantiate the claim of the workman that he had been working under the Management and that is why he had given representation for regularization and same was not accepted by the Management.

15. As discussed above, in the case in hand engagement of the claimant on temporary/casual basis, for doing intermittent nature of work of housekeeping/cleaning, stands proved. The Management has not filed any document in the form of abstract of attendance of claimant or other such workers so as to show that claimant has not completed 240 days in a calendar year prior the date of his alleged illegal termination from service w.e.f. 09/05/2012.

16. As such, this Tribunal has no hesitation to hold that there existed relationship of Employer-employee between the Management and the claimant herein.

17. The version of the claimant that he has been retrenched/terminated from service w.e.f. 9/5/2012 without issuance of any notice and without payment of compensation in lieu of notice period has gone unchallenged. Even MW1 Shri SBL Hans –witness of the Management admitted that despite the order of High Court, the claimant and some other workmen in the said footing were terminated from job **without giving notice and that no compensation or other service benefit was allowed to them at the time of their termination.** Since the Management had not issued any notice or paid compensation in lieu of notice period to the claimant prior to termination of his services w.e.f. 9/5/2012, action of the Management in terminating services of the claimant/workman was in violation of provisions of Section 25-F of the Act.

18. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : **Conditions precedent to retrenchment of workmen –**

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed years of continuous service or any part thereof in excess of six months; and

- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

19. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management illegal and void under the law.

20. Since neither any valid notice nor compensation in lieu of notice period was given by the Management to the workman at the time of termination, the action of the Management in terminating the services of the workman w.e.f. 9/5/2012 is held to be illegal and void. It is held that the claimant/workman has been denied the benefits of provisions of Section 25-F of the Act by the Management.

21. Now crucial question arises for consideration is as to whether the claimant/workman is entitled to reinstatement of service with full back wages as claimed by him, or any incidental relief of payment of back wages. It is reiterated that the claimant/workman was working under the Management on daily wage basis and this is so apparent from the vouchers/receipts Ex.WW1/8 and Ex.WW1/11 (colly), perusal of which shows that he was getting wages ranging from Rs.2200 to Rs.2700/- per month depending upon the number of days he worked. Thus, it can be assumed that the claimant might be getting wages to the tune of Rs.2700/- or so per month, depending upon the number of working days during which he worked in a particular month. Services of the claimant were illegally terminated w.e.f. 9/5/2012. The claimant has prayed for reinstatement into service. However, there is nothing on record to show that his recruitment/engagement was effected as per rules of the Management Corporation. The workman/claimant has also not proved on record that he worked under the Management continuously for five years or that he was eligible for regularization under the policy/scheme of the Management. He has admitted that he did not appear in the examination which was conducted by the Management as per directions of Hon'ble Supreme Court, for the purposes of regularizing the daily wage workers who were working under the Management of LIC for a period of five years or more and possessed requisite qualifications.

22. It is fairly settled that despite a wide discretionary power conferred upon the Industrial Courts under Section 11-A of the ID Act, 1947, the relief of reinstatement with full back wages should not be granted automatically only because it would be lawful to do so. Grant of relief would depend on the facts and situation obtaining in each case. **It will depend upon several factors, one of which would be as to whether the recruitment was effected in terms of the statutory provisions operating in the field, if any.** Reference in this respect may be made to the decision of Hon'ble Apex Court in the case of Haryana Urban Development Versus Om Pal –Appeal (Civil) No.1869 of 2007 – decided by Division Bench of Hon'ble Supreme Court on 10/4/2007.

23. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. ***One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.***”

24. The Hon'ble Apex Court in case **"Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya"** reported as (2013) 10 SCC 324 held as under:-

The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

25. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not to be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of **Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190** as under :-

"Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically be passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. **It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.**

26. Having regard to the recent judicial trends coupled with the facts & circumstances of the case as discussed hereinabove, this Tribunal is of the opinion that an amount of Rs. 2,00,000/- (Rupees Two Lakh) as compensation would be just and reasonable. Accordingly, lumpsum compensation to the tune of Rs. Two Lakh is hereby awarded in favour of the workman/claimant herein. All these issues are accordingly decided in favour of the workman and against the Management.

ORDER

The reference is answered on the contest in favour of the workman. Lumpsum compensation amount of Rs. 2,00,000/- (Rupees Two Lakh) is hereby awarded in favour of the claimant/workman which shall be paid by the Management within two months from the date of publication of the Award, failing which the claimant will be entitled to recover the same alongwith interest @ 6% p.a. from the date of publication of Award till realization. Award is passed accordingly. Let copy of this Award be sent for publication as required under Section 17 of the Act.

The reference is accordingly answered.

Dictated & corrected by me.

PRANITA MOHANTY, Presiding Officer

20th December, 2019

नई दिल्ली, 13 जनवरी, 2020

का. आ. 84.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 15/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.01.2020 को प्राप्त हुआ था।

[सं. एल-17012/138/2014-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 84.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2015) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India and their workman, which was received by the Central Government on 13.01.2020.

[No. L-17012/138/2014-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No.2: NEW DELHI

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-II,
New Delhi

INDUSTRIAL DISPUTE CASE No. 15/2015

Date of Passing Award : 19th December, 2019,

Shri Pankaj Mishra,
s/o. late Shri Ram Narain Mishra,
r/o.H.No.510. Siklapur,
Bareilly (UP).

... Workman/Claimant

Versus

1. Divisional Manager,
Life Insurance Corporation of India,
Divisional Office,
Jeevan Prakash, Deen Dayal Puram,
Bareilly, U.P. -243122.
2. Zonal Manager,
Zonal Office,
Life Insurance Corporation of India,
Kanpur 208002.
3. CMD,
Central Office,
Life Insurance Corporation of India,
Yogkshem Jivan Bima Marg,
Mumbai, Maharashtra 400001.

... Managements

Appearances :-

Shri V.S. Baghel : For the Workman

None : For the Managements

AWARD

This Award shall decide a reference which was made to this Tribunal by the Ministry of Labour, Government of India vide letter No.L-17012/138/2014-IR(M) dated 05.12.2014 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short “the Act”) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the workman has been denied the benefits of the provisions of Section 25-F of the Industrial Disputes Act, 1947 ? If so, what benefit he should be provided by the management of Life Insurance Corporation of India, Divisional Office, Bareilly?’

2. Notices were issued to both parties. The claimant/ workman filed statement of claim with the averments inter-alia that he was appointed in the year 2009 in the office of Management No.1 as class IV employee on temporary basis. He rendered his services to the entire satisfaction of the Management. Since temporary workers has been working for last several years, they demanded regularization of their services but the Management paid no heed to their request. Then, they moved Hon’ble High Court of Allahabad vide W.P. No.53095/2011 for regularization of their services and the Hon’ble High Court vide its order dated 14/9/2011 directed the Management to consider their case. Despite that, the claimant/workman was not regularized rather his services were abruptly and illegally terminated without any rhyme or reason w.e.f. 9/5/2012. It is pleaded that the workman/claimant had rendered continuous service for more than 240 days in a calendar year. While terminating the services of the workman concerned, no notice or pay in lieu thereof or compensation was paid to the claimant/workman and thus, the management violated the provisions of Section 25-F of the Act. He sent a demand notice dated 25/11/2013 for his reinstatement into service but the management sent an absurd response vide letter dated 6/12/2013 stating that the Hon’ble High Court had not directed to regularize the services but to consider the representation. He has prayed for reinstatement into service with back wages and all consequential benefits.

3. Management of Life Insurance Corporation filed its written statement, submitting that the workman was never appointed by Management No. 1. Denying that the workman was appointed in the year 2009 in the office of Management No.1 as class employee on temporary basis or that he worked for 240 days in any calendar year in the Management of LIC or that the Management violated the provisions of Act, it has been alleged that **the workman was engaged due to exigencies** and seasonal fluctuation of work intermittently as and when required in the office of Management/s on purely daily wage basis as per policy of the Management Corporation. It has been denied that the case of workman falls within the ambit of abrupt termination or retrenchment under the provisions of Section 25-F of the Act. The workman had not worked for more than five years which was necessary eligibility criteria for qualifying the written examination as contained in the order of Hon’ble Supreme Court in Civil Appeal No.953-968 of 2005. The workman was not having requisite qualification for appointment in view of the approved scheme of criterion for working in LIC for more than five years. Prayer has been made for rejection of the claim petition.

4. The claimant filed rejoinder to the written statement of Management whereby he reiterated his own case as set up in the claim petition and denied the allegations of the Management.

5. On the pleadings of the parties, following issues were framed by the learned Predecessor of this Tribunal on 30/11/2015 and claimant/workman was directed to lead his evidence :-

- 1) Whether the workman has been denied the benefits of the provisions of Section 25-F of ID Act, 1947 ? If so, its effect ?
- 2) To what relief the workman is entitled to and from which date ?

6. In order to prove his case, the workman himself entered the witness box as WW1. He tendered his evidence by way of affidavit Ex.WW1/A and placed reliance on the documents Ex.WW1/1 to Ex.WW1/8. On the other hand, the Management examined Shri SBL Hans, Faculty Member as MW1 who also tendered his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/3 & Ex.WW1/M-1.

7. Arguments were advanced by Shri V.S.Baghel, A/R of the workman/claimant, as none appeared on behalf of the Management to address arguments. Records perused. Findings on above issues are as follows.

Issue No. 1 & 2 :-

8. Both these issues are taken up together and they can be disposed of conveniently by common discussion.

9. According to the case of the workman/claimant, after having been appointed in the year 2009 in the office of Management as class IV employee on temporary basis, he worked for three years but instead of regularizing his services, the Management abruptly and illegally terminated his services without any rhyme or reason w.e.f. 9/5/2012. He claimed to have rendered continuous service for more than 240 days in a calendar year and that while terminating his services by the Management, no notice or pay in lieu thereof or compensation was paid to him and thus, the management

violated the provisions of Section 25-F of the Act. On the contrary, stand taken by the Management is that the workman/claimant was engaged due to exigencies and seasonal fluctuation of work intermittently as and when required in the office of Management/s on purely daily wage basis as per policy of the Management Corporation. The workman had not worked for more than five years and as such he was not having requisite qualification for appointment in view of the approved scheme of LIC. The case of the workman does not fall within the ambit of abrupt termination or retrenchment under the provisions of Section 25-F of the Act.

10. In order to decide the question of relationship of employer and employee between the Management and the claimant herein and the issue whether the workman/claimant worked under the Management for a period of 240 days in a calendar year as provided under Section 25-B of the Act for attracting the conditions precedent to retrenchment of workman as provided under Section 25-F of the Act, this Tribunal has to consider the oral as well as documentary evidence adduced on record. In this respect, it is appropriate to refer to the affidavit Ex.WW1/A of the claimant. It is clear from the perusal of the affidavit Ex.WW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. The claimant has filed on record copy of the letter dated 12/4/1996 (Ex.WW1/A) issued by Manager (Personnel), LIC, Bareilly which shows that he was appointed in the office of Management no.1 on temporary basis for 85 days w.e.f. 16/4/1996. It would not be out of place to mention here that this letter Ex.WW1/A is of no help to the case of the workman/claimant as it pertains to the year 1996, whereas his case is that he worked under the Management for three years during the period from 2009 to 2012, when his services were abruptly and illegally terminated by the Management on 9/5/2012. However, the workman/claimant has filed on record copies of vouchers/receipts Ex.WW1/8 (colly) which substantiate his claim that he started working under the Management of LIC in 2009 and worked till 8/5/2012 – may be intermittently on daily wage basis.

The claimant has been cross examined and in his cross examination, he has deposed that he was appointed temporarily as class IV employee but could not assign any reason as to why IVth class category was not mentioned in his appointment letter Ex.WW1/1. He admitted that he had not completed five years regular work in LIC and due to shortage of regular service (of five years). He also admitted that his colleagues who had completed five years service, have been regularized by LIC. He specifically deposed that no termination letter was given to him by LIC.

11. Although the affidavit Ex.MW1/A filed by MW1 SBL Hans is in conformity with the averments made in the written statement, however this witness of the Management showed his ignorance if the workman/claimant of this proceeding had joined as a temporary employee in the DTC department of divisional office of LIC, Bareilly. He denied the suggestion that the workman/claimant worked in the DTC department of LIC, Bareilly from 2009 to 9th May, 2012 continuously or without break. He conceded that in the year 2011 the claimant/workman alongwith others had preferred a Writ before Hon'ble High Court claiming for regularization of their service and the Hon'ble High Court had directed the Management to consider their case according to rules.

12. Copy of the order dated 14/9/2011 of the Hon'ble High Court of Allahabad passed in Writ-A No.53095 of 2011 has been filed on record as Ex.WW1/2, perusal of which shows that case of the petitioners including the workman herein was that they fulfill the eligibility requirements as mentioned in the notification dated 20/5/2011 issued by LIC but they were permitted to appear at the examination, whereas stand of the Management was that the writ petitioners had not worked continuously for five years which was a condition necessary for appearing at the examination and in such a situation, the Management of LIC was directed to consider the grievance/representation of the petitioners and to render an appropriate reasoned decision thereon expeditiously, preferably within four weeks.

13. It clearly emerges from the pleadings as well as evidence of the parties as discussed hereinabove that the workman/claimant was engaged by the Management - may be on daily wage/temporary basis and he worked intermittently under the Management from 2009 to 8/5/2012. Needless to mention that casual/part time workers do come within the purview of definition of workman as provided under Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

14. It is fairly settled that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year. The management has not produced on record any documentary evidence to rebut the version of the claimant that he continuously worked in the Management from 2009 till 8/5/2012 when his services were illegally and abruptly terminated w.e.f. 9/5/2012. From the order (Ex.WW1/2) of the Hon’ble High Court of Allahabad, stand taken by the Management was that the writ petitioners (inclusive of the claimant/workman) had not worked continuously for five years which was a condition necessary for appearing at the examination. It was not the stand of the Management that the workman/claimant had not even completed 240 days in a calendar year. Documents relied upon by the Management are not of much help to the case of the Management, inasmuch as document Ex.MW1/1 (Mark-A) is the copy of the order passed by Hon’ble Supreme Court in Civil Appeal No.953-968 of 2005, directing the Management to hold written examination for all those temporary employees who were working in LIC for more than five years and who possessed minimum eligible qualification, as per scheme formulated by LIC, for their absorption/regularization; document Ex.MW1/2 (Mark-B) is the copy of circular, inviting applications from all eligible temporary employees in class IV cadre and document Ex.WW1/M-1 is the copy of letter dated 13/10/2011 whereby the workman was intimated that his representation was considered & not accepted as he had not rendered five years’ service under the Management as on 18/1/2011. From these documents it can be simply inferred that representation of the workman was rejected as he not completed five years service under the Management as on 18/1/2011 but these documents also substantiate the claim of the workman that he had been working under the Management and that is why he had given representation for regularization and same was not accepted by the Management.

15. As discussed above, in the case in hand engagement of the claimant on temporary/casual basis, for doing intermittent nature of work of housekeeping/cleaning, stands proved. The Management has not filed any document in the form of abstract of attendance of claimant or other such workers so as to show that claimant has not completed 240 days in a calendar year prior the date of his alleged illegal termination from service w.e.f. 09/05/2012.

16. As such, this Tribunal has no hesitation to hold that there existed relationship of Employer-employee between the Management and the claimant herein and that the workman had rendered service of more than 240 days in a calendar year prior to the date of his termination from service.

17. The version of the claimant that he has been retrenched/terminated from service w.e.f. 9/5/2012 without issuance of any notice and without payment of compensation in lieu of notice period has gone unchallenged. Even MW1 Shri SBL Hans –witness of the Management admitted that despite the order of High Court, the claimant and some other workmen in the said footing were terminated from job **without giving notice and that no compensation or other service benefit was allowed to them at the time of their termination.** Since the Management had not issued any notice or paid compensation in lieu of notice period to the claimant prior to termination of his services w.e.f. 9/5/2012, action of the Management in terminating services of the claimant/workman was in violation of provisions of Section 25-F of the Act.

18. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : **Conditions precedent to retrenchment of workmen –**

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month’s notice in writing or one month’s wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the

Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

19. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management illegal and void under the law.

20. Since neither any valid notice nor compensation in lieu of notice period was given by the Management to the workman at the time of termination, the action of the Management in terminating the services of the workman w.e.f. 9/5/2012 is held to be illegal and void. It is held that the claimant/workman has been denied the benefits of provisions of Section 25-F of the Act by the Management.

21. Now crucial question arises for consideration is as to whether the claimant/workman is entitled to reinstatement of service with full back wages as claimed by him, or any incidental relief of payment of back wages. It is reiterated that the claimant/workman was working under the Management on daily wage basis and this is so apparent from the vouchers/receipts Ex.WW1/8 (colly) which also shows that for doing work for 23 days in the month of September, 2009 he was paid wages of Rs.2760/-, whereas voucher dated 1/7/2010 shows that he was paid Rs.3000/- and voucher/bill for the period 1/5/2012 to 8/5/2012 shows that a sum of Rs.1197/- was paid to the claimant as earned wages. Thus, it can be assumed that the claimant might be getting wages to the tune of Rs.3500/- or so per month, depending upon the number of working days during which he worked in a particular month. Services of the claimant were illegally terminated w.e.f. 9/5/2012. The claimant has prayed for reinstatement into service. However, there is nothing on record to show that his recruitment/engagement was effected as per rules of the Management Corporation.

22. It is fairly settled that despite a wide discretionary power conferred upon the Industrial Courts under Section 11-A of the ID Act, 1947, the relief of reinstatement with full back wages should not be granted automatically only because it would be lawful to do so. Grant of relief would depend on the facts and situation obtaining in each case. **It will depend upon several factors, one of which would be as to whether the recruitment was effected in terms of the statutory provisions operating in the field, if any.** Reference in this respect may be made to the decision of Hon'ble Apex Court in the case of Haryana Urban Development Versus Om Pal –Appeal (Civil) No.1869 of 2007 – decided by Division Bench of Hon'ble Supreme Court on 10/4/2007.

23. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. **One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.**”

24- The Hon'ble Apex Court in case “Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya” reported as (2013) 10 SCC 324 held as under:-

The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages

he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

25. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not to be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of **Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190** as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically be passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wagger who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. **It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.**

26. Having regard to the recent judicial trends coupled with the facts & circumstances of the case as discussed hereinabove, this Tribunal is of the opinion that an amount of Rs.2,00,000/- (Rupees Two Lakh) as compensation would be just and reasonable. Accordingly, lumpsum compensation to the tune of Rs. Two Lakh is hereby awarded in favour of the workman/claimant herein. Both these issues are accordingly decided in favour of the workman and against the Management.

ORDER

The reference is answered on the contest in favour of the workman. Lumpsum compensation amount of Rs. 2,00,000/- (Rupees Two Lakh) is hereby awarded in favour of the claimant/workman which shall be paid by the Management within two months from the date of publication of the Award, failing which the claimant will be entitled to recover the same alongwith interest @ 6% p.a. from the date of publication of Award till realization. Award is passed accordingly. Let copy of this Award be sent for publication as required under Section 17 of the Act.

The reference is accordingly answered.

Dictated & corrected by me.

PRANITA MOHANTY, Presiding Officer

19th December, 2019

नई दिल्ली, 13 जनवरी, 2020

का. आ. 85.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 53/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.01.2020 को प्राप्त हुआ था।

[सं. एल-11011/6/2016-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 85.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2016) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Delhi International Airport Private Limited and others and their workman, which was received by the Central Government on 13.01.2020.

[No. L-11011/6/2016-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI**

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-II,
New Delhi

INDUSTRIAL DISPUTE CASE No. 53/2016Date of Passing Award : 17th December, 2019

Shri Mukesh Rawat,
s/o. Shri Bhagwant Singh Rawat,
Through Delhi Prant Pichra Varg Mazdoor Union,
A-254, Fact.Opposite A-147, Indira Kalyan Vihar,
Okhla Indl.Area Ph.I, New Delhi 110020.

Address 140 Mayur Colony, Vill & PO Nehru Gram,
District Dehradun,
Uttarakhand 248001.

... Workman/Claimant

Versus

1. The CEO,
Delhi International Airport Pvt. Ltd. (DIAL).
Near Udan Bhawan, IGI Airport,
Terminal 3 & I-D,
New Delhi 110037.

2. The Managing Director,
M/s. Lite Bite Foods Pvt. Ltd.

1. Address -
317, Udyog Vihar Phase IV, Gurgaon,
Haryana -122016.

2. Address –
IGI Airport, near Udan Bhawan,
Terminal 3 & I-D,
New Delhi 110037.

...Managements

Appearances :-

None : For the Workman
Shri Manish Sehrawat, A/R : For the Management No. 1
Shri Rakesh, A/R : For the Management No. 2

AWARD

This Award shall decide a reference which was made to this Tribunal by the Ministry of Labour, Government of India vide letter No.L-11011/6/2016-IR(M) dated 12.04.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short “the Act”) for adjudication of an industrial dispute, terms of which are as under:

‘Whether demand of the Union for reinstatement of the services of the workman i.e. Shri Mukesh Rawat s/o. Shri Bhagwat Singh Rawat, alongwith back wages and other consequential benefits is legal and/or justified ? If so, what relief is he entitled to and what directions are necessary in this respect ?’

2. Both parties were put to notice and the claimant/ workman filed statement of claim with the averments inter-alia that he had been working on the post of C.D.P under the Managements since 10/5/2011. His last drawn wages were Rs.12419/- per month. He had been performing his duties with honesty & dedication and gave no chance of any complaint to the Management. The Management did not provide legal benefits like wage slip, bonus, appointment letter, identity card, ESI and PF. When the workman started demanding the same, the Management started harassing the workman with a view to deprive him all the lawful benefits and ultimately terminated his services on 17/6/2015 in arbitrary & illegal manner, without giving any show cause notice or notice pay or service compensation. Even earned wages of the workman for the period 1/6/2015 to 16/6/2015 was not paid to him. Such an action of the Management in terminating the services of the workman is unwarranted and illegal. The workman issued a demand notice through speed post/courier on 8/7/2015 but to no response. Thereafter the workman approached the office of Regional Labour Commissioner. Conciliation proceedings were held but the same failed due to non cooperative attitude of Management. It is also pleaded that the workman is unemployed since the date of his illegal termination from services and he is dependent upon his relations as he failed to get job despite efforts. The workman has prayed for reinstatement with continuity of service, back wages and consequential benefits, as well as litigation expenses to the tune of Rs.25,000/-.

3. Management No.1 DIAL filed its written statement, submitting that the workman was never appointed by Management No.1. Rather the workman/claimant was appointed by the Management No.2 and he was under direct control of Management No.2 in whose favour a license agreement dated 5/1/2009 was granted by Management No.1. Prayer has been made for dismissal of claim petition.

4- Management No.2 M/s Lite Bite Food Pvt. Ltd. resisted the claim of the workman, by filing written statement and took preliminary objections on the grounds inter alia that the workman/claimant has misrepresented the facts. Denying the averments of the workman regarding illegal termination of his service, it is alleged that the claimant himself started absenting from his services w.e.f. 18/6/2015 without any lawful permission or authorization and did not turn back on duty despite phone calls and reminders. The wages for 1/6/2015 to 17/6/2015 could not be paid to him as he was absenting from duties. It is also alleged that during conciliation proceedings, the claim was settled in the presence of the witnesses and the Management had paid earned wages of Rs.13897/- to the workman vide cheque No.034053 dated 21/7/2015 drawn on Yes Bank which was duly encashed by the workman/claimant. It was also agreed by the workman that he will join his duties on 5/10/2015. Despite repeated call letters and intimations dated 5/10/2015 and 19/10/2015, claimant willfully and deliberately did not join his duties. The claimant is gainfully employed and as such he is not entitled to any back wages as claimed. Prayer has been made for rejection of the claim petition as the claimant had himself abandoned his job on his own and is not willing to work.

4. The claimant filed rejoinders, reiterating his own case as set up in the claim petition and denied the allegations of the Managements/Respondents.

5. On the pleadings of the parties, following issues were framed in this case :

- 1) Whether the proceeding is maintainable?
- 2) Whether there exists employer & employee relationship between the workman and the respondent No.1 ?
- 3) Whether the service of the workman was terminated by respondent No.2 ?
- 4) Whether the termination of the workman is legal and justified?
- 5) Whether the workman is entitled to reinstatement to service with back wages and other service benefits ?
- 6) To what other relief the parties are entitled to ?

5- Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case regarding his engagement/employment as well as illegal termination of his services by the Management/s, he did not lead any evidence for the reasons best known to him. It is a matter of record that the claimant had opted not to participate in the proceedings from 2/8/2019 onwards. Ultimately this Tribunal was left with no option but to close his evidence vide order dated 10/12/2019. Since the claimant himself did not adduce any oral or documentary evidence to prove his case, A/R for the Management chose not to lead any evidence.

6. At the outset it is mentioned that onus was upon the claimant/workman to prove the relationship of employee & employer between himself and Management No.1, as well as to prove that his services were illegally & unjustifiably terminated by Management. The workman/claimant has failed to discharge the onus. In view of the fact that the claimant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

PRANITA MOHANTY, Presiding Officer

17th December, 2019

नई दिल्ली, 13 जनवरी, 2020

का. आ. 86.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 55/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.01.2020 को प्राप्त हुआ था।

[सं. एल-11011/8/2016-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 86.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2016) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Delhi International Airport Private Limited and others and their workman, which was received by the Central Government on 13.01.2020.

[No. L-11011/8/2016-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-II,
New Delhi.

INDUSTRIAL DISPUTE CASE No. 55/2016

Date of Passing Award : 17th December, 2019

Shri Vinod Singh Rawat,
s/o. Shri Baldev Singh Rawat,
Through Delhi Prant Pichra Varg Mazdoor Union,
A-254 Fact.Opposite A-147, Indira Kalyan Vihar,
Okhla Indl. Area Phase-I, New Delhi 110020.

Add. : A-348 Moti Bagh I, New Delhi 110021.

... Workman/Claimant

Versus

1. The CEO,
Delhi International Airport Pvt. Ltd. (DIAL).
Near Udan Bhawan, IGI Airport,
Terminal 3 & I-D,
New Delhi 110037.
2. The Managing Director,
M/s. Lite Bite Foods Pvt. Ltd.

1. Address -

317, Udyog Vihar Phase IV, Gurgaon,
Haryana -122016.

2. Address -

IGI Airport, near Udan Bhawan,
Terminal 3 & I-D,
New Delhi 110037.

... Managements

Appearances :-

None : For the Workman
Shri Manish Sehrawat, A/R : For the Management No.1
Shri Rakesh, A/R : For the Management No. 2

AWARD

This Award shall decide a reference which was made to this Tribunal by the Ministry of Labour, Government of India vide letter No.L-11011/8/2016-IR(M) dated 12.04.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short “the Act”) for adjudication of an industrial dispute, terms of which are as under:

‘Whether demand of the Union for reinstatement of the services of the workman i.e. Shri Vinod Singh Rawat s/o. Shri Baldev Singh Rawat alongwith back wages and other consequential benefits is legal and/or justified ? If so, what relief is he entitled to and what directions are necessary in this respect ?’

2. Both parties were put to notice and the claimant/ workman filed statement of claim with the averments inter-alia that he had been working as KOMI-1 under the Managements since 13/1/2013. He had been performing his duties with honesty & dedication and gave no chance of any complaint to the Management. The Management did not provide legal benefits like wage slip, bonus, appointment letter, identity card, ESI and PF. When the workman started demanding the same, the Management started harassing the workman with a view to deprive him all the lawful benefits and ultimately terminated his services on 18/6/2015 in arbitrary & illegal manner, without giving any show cause notice or notice pay or service compensation. Even earned wages of the workman for the period 1/6/2015 to 17/6/2015 was not paid to him. Such an action of the Management in terminating the services of the workman is unwarranted and illegal. The workman issued a demand notice through speed post/courier on 8/7/2015 but to no response. Thereafter the workman approached the office of Regional Labour Commissioner. Conciliation proceedings were held but the same failed due to non cooperative attitude of Management. It is also pleaded that the workman is unemployed since the date of his illegal termination from services and he is dependent upon his relations as he failed to get job despite efforts. The workman has prayed for reinstatement with continuity of service , back wages and consequential benefits, as well as litigation expenses to the tune of Rs.25,000/-.

3. Management No.1 DIAL filed its written statement, submitting that the workman was never appointed by Management No.1. Rather the workman/claimant was appointed by the Management No.2 and he was under direct control of Management No.2 in whose favour a license agreement dated 5/1/2009 was granted by Management No.1. Prayer has been made for dismissal of claim petition.

4. Management No.2.resisted the claim of the workman, by filing written statement and took preliminary objections on the grounds that the workman/claimant has misrepresented the facts. Denying the averments of the workman regarding illegal termination of his service, it is alleged that during conciliation proceedings, the claim was settled in the presence of the witnesses and the Management had paid earned wages to the workman for the period 1/6/2015 to 17/6/2015 which could not be paid to him as the claimant was absenting from duties. It was also agreed by both the parties before the Conciliation Officer in the meeting dated 1/10/2015 that the workman will join his duties on 5/1/2015. Despite repeated call letters and intimations, claimant willfully and deliberately did not join his duties. The claimant is gainfully employed and as such he is not entitled to any back wages as claimed. Prayer has been made for rejection of the claim petition as the claimant had himself abandoned his job on his own and is not willing to work.

4- The claimant filed rejoinders, reiterating his own case as set up in the claim petition and denied the allegations of the Managements/Respondents.

5- On the pleadings of the parties, following issues were framed in this case :

- 1) Whether the proceeding is maintainable?
- 2) Whether there exists employer & employee relationship between the workman and the respondent No.1 ?

- 3) Whether termination of the workman is legal and justified?
- 4) Whether the workman is entitled to reinstatement to service with back wages and other service benefits ?
- 5) To what other relief the parties are entitled to ?

5. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case regarding his engagement/employment as well as illegal termination of his services by the Management/s, he did not lead any evidence for the reasons best known to him. It is a matter of record that the claimant had opted not to participate in the proceedings from 2/8/2019 onwards. Ultimately this Tribunal was left with no option but to close his evidence vide order dated 10/12/2019. Since the claimant himself did not adduce any oral or documentary evidence to prove his case, A/R for the Management chose not to lead any evidence.

6. At the outset it is mentioned that onus was upon the claimant/workman to prove the relationship of employee & employer between himself and Management No.1/DIAL, as well as to prove that his services were illegally & unjustifiably terminated by Management on 18/6/2017. The workman/claimant has failed to discharge the onus. In view of the fact that the claimant has not led any evidence in support of his case, this Tribunal is constrained to pass "No Dispute Award" in the matter. Award is passed accordingly.

PRANITA MOHANTY, Presiding Officer

17th December, 2019

नई दिल्ली, 13 जनवरी, 2020

का. आ. 87.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 54/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.01.2020 को प्राप्त हुआ था।

[सं. एल-11011/7/2016-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 87.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2016) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Delhi International Airport Private Limited and others and their workman, which was received by the Central Government on 13.01.2020.

[No. L-11011/7/2016-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2: NEW DELHI

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-II,
New Delhi

INDUSTRIAL DISPUTE CASE No. 54/2016

Date of Passing Award : 17th December, 2019

Shri Suraj Singh,
s/o. Shri Bhagat Singh Butola,
Through Delhi Prant Pichra Varg Mazdoor Union,
A-254, Fact.Opposite A-147, Indira Kalyan Vihar,
Okhla Indl.Area Ph.I, New Delhi 110020.

Address RZ 25J/4 Plot No.47, Indira Park, Palam Colony,
New Delhi 110045.

... Workman/Claimant

Versus

1. The CEO,
Delhi International Airport Pvt. Ltd. (DIAL).
Near Udan Bhawan, IGI Airport,
Terminal 3 & I-D,
New Delhi 110037.

2. The Managing Director,
M/s. Lite Bite Foods Pvt. Ltd.

1. Address -
317, Udyog Vihar Phase IV, Gurgaon,
Haryana -122016.

2. Address -
IGI Airport, near Udan Bhawan,
Terminal 3 & I-D,
New Delhi 110037.

... Managements

Appearances :-

None : For the Workman
Shri Manish Sehrawat, A/R : For the Management No.1
Shri Rakesh, A/R : For the Management No.2

AWARD

This Award shall decide a reference which was made to this Tribunal by the Ministry of Labour, Government of India vide letter No.L-11011/7/2016-IR(M) dated 12.04.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short “the Act”) for adjudication of an industrial dispute, terms of which are as under:

‘Whether demand of the Union for reinstatement of the services of the workman i.e. Shri Suraj Singh s/o. Shri Bhagwat Singh Batola, alongwith back wages and other consequential benefits is legal and/or justified ? If so, what relief is he entitled to and what directions are necessary in this respect ?’

2. Both parties were put to notice and the claimant/ workman filed statement of claim with the averments inter alia that he had been working as COMI-1 under the Managements since 1/1/2013. His last drawn wages were Rs.9673/- per month. He had been performing his duties with honesty & dedication and gave no chance of any complaint to the Management. The Management did not provide legal benefits like wage slip, bonus, appointment letter, identity card, ESI and PF. When the workman started demanding the same, the Management started harassing the workman with a view to deprive him all the lawful benefits and ultimately terminated his services on 17/5/2015 in arbitrary & illegal manner, without giving any show cause notice or notice pay or service compensation. Even earned wages of the workman for the period 1/5/2015 to 16/5/2015 was not paid to him. Such an action of the Management in terminating the services of the workman is unwarranted and illegal. The workman issued a demand notice through speed post/courier on 8/7/2015 but to no response. Thereafter the workman approached the office of Regional Labour Commissioner. Conciliation proceedings were held but the same failed due to non cooperative attitude of Management. It is also pleaded that the workman is unemployed since the date of his illegal termination from services and he is dependent upon his relations as he failed to get job despite efforts. The workman has prayed for reinstatement with continuity of service, back wages and consequential benefits, as well as litigation expenses to the tune of Rs.25,000/-.

3. Management No.1 DIAL filed its written statement, submitting that the workman was never appointed by Management No.1. Rather the workman/claimant was appointed by the Management No.2 and he was under direct control of Management No.2 in whose favour a license agreement dated 5/1/2009 was granted by Management No.1. Prayer has been made for dismissal of claim petition.

4. Management No.2 M/s Lite Bite Food Pvt. Ltd. resisted the claim of the workman, by filing written statement and took preliminary objections on the grounds inter alia that the workman/claimant has misrepresented the facts. Denying the averments of the workman regarding illegal termination of his service, it is alleged that the claimant himself started absenting from his services without any lawful permission or authorization and did not turn back on duty despite

phone calls and reminders. It is also alleged that during conciliation proceedings, the claim was settled in the presence of the witnesses and the Management had paid earned wages of Rs.15757/- to the workman vide cheque No.034057 dated 21/7/2015 drawn on Yes Bank which was duly encashed by the workman/claimant. It was also agreed by the workman that he will join his duties on 5/10/2015. Despite repeated call letters and intimations dated 5/10/2015 and 19/10/2015, claimant willfully and deliberately did not join his duties. The claimant is gainfully employed and as such he is not entitled to any back wages as claimed. Prayer has been made for rejection of the claim petition as the claimant had himself abandoned his job on his own and is not willing to work.

4- The claimant filed rejoinders, reiterating his own case as set up in the claim petition and denied the allegations of the Managements/Respondents.

5. On the pleadings of the parties, following issues were framed in this case :

- 1) Whether the proceeding is maintainable?
- 2) Whether there exists employer & employee relationship between the workman and the respondent No.1 ?
- 3) Whether the service of the workman was terminated by respondent No.2 ?
- 4) Whether the termination of the workman is legal and justified?
- 5) Whether the workman is entitled to reinstatement to service with back wages and other service benefits ?
- 6) To what other relief the parties are entitled to ?

5. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case regarding his engagement/employment as well as illegal termination of his services by the Management/s, he did not lead any evidence for the reasons best known to him. It is a matter of record that the claimant had opted not to participate in the proceedings from 2/8/2019 onwards. Ultimately this Tribunal was left with no option but to close his evidence vide order dated 10/12/2019. Since the claimant himself did not adduce any oral or documentary evidence to prove his case, A/R for the Management chose not to lead any evidence.

6. At the outset it is mentioned that onus was upon the claimant/workman to prove the relationship of employee & employer between himself and Management No.1, as well as to prove that his services were illegally & unjustifiably terminated by Management. The workman/claimant has failed to discharge the onus. In view of the fact that the claimant has not led any evidence in support of his case, this Tribunal is constrained to pass "No Dispute Award" in the matter. Award is passed accordingly.

PRANITA MOHANTY, Presiding Officer

17th December, 2019

नई दिल्ली, 13 जनवरी, 2020

का. आ. 88.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 02/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.01.2020 को प्राप्त हुआ था।

[सं. जेड-16025/4/2019-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 88.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/2017) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Indian Oil Corporation Limited and their workman, which was received by the Central Government on 09.01.2020.

[No. Z-16025/4/2019-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM**

Present: Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B. Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No. 02 of 2017

In the matter of an Industrial Dispute between :-

The Management of Indian Oil Corporation Ltd. (AOD), Digboi, Assam.

...O.P/Management

-Vrs-

Sri Jugesh Gogoi, Tinsukia, Assam

...Claimant/Workman

APPEARANCES

For the Management : Mr. A.Jahid, Learned Advocate,

For the Workman : Mr.S. Borthakur, Learned Advocate.

Mr. R.Sensua, Learned Advocate.

Date of Award:- 20.12.2019

ORDER

1. This Reference Case was registered on the basis of a petition filed by the claimant Jogesh Gogoi under sub-section 2 & 3 of Section 2(A) of the Industrial Dispute (Amendment) Act, 2010. Thereafter notices were issued to the management side.

2. In his written petition the claimant stated that on 17.04.2015 when he was serving as Junior Engineering Assistant-V, Production Department, Indian Oil Corporation Ltd (Assam Oil Division), Digboi an F.I.R was lodged by the management in Digboi Police Station alleging that a thatched house was constructed in a plot of land over the 6" Digboi Tinsukia Production Pipeline (DTPL) and by digging earth and making a concrete pit inside the aforesaid thatched house the said underground pipeline was tampered by fitting a clamp of 6" dia. On the basis of the aforesaid F.I.R Police registered a case (Digboi P.S. Case No. 107/2015 under Section 120(B)/379/511 IPC read with Section 3(2)(a)(b) PDPP Act). It was further stated that after receipt of the F.I.R on 17.04.2015 police arrested him purely on suspicion. Meanwhile on 21.04.2015 when he was still in the custody, the management issued a charge sheet against him alleging that he constructed the thatched house in his land over the Digboi Tinsukia Pipeline and tampered with the underground pipeline by digging earth and making concrete pit inside the thatched house and fitted a clamp on 6" dia DTPL with an ulterior motive of theft of IOCL's petroleum products. Ultimately, on 25.05.2015 i.e. after more than a month in custody, he was released on bail. On 29.05.2015 the management ordered a Departmental Enquiry against him. An Enquiry Officer was appointed for the said Departmental Proceeding. The enquiry was conducted where he was allowed to be represented by defence assistants. On completion of the enquiry, which according to him was conducted totally against the Principles of Natural Justice, he was held to be guilty of all the charges. He was served with a copy of the report of the Enquiry Officer and was asked to give written statement which he gave in time but his statements were not considered. It was further stated that the management, without considering all the evidences adduced by the parties during the Departmental Proceeding, awarded the highest penalty of dismissal from service and the said order was handed over to him on 15.02.2016. After the award of punishment of dismissal from the service, he preferred a departmental appeal but the Appellate Authority also did not consider the documents and records and mechanically dismissed his appeal. The claimant/ petitioner then preferred a Writ Petition being No.W.P.(C) 2640/2016 before the Hon'ble Gauhati High Court but the same was withdrawn by him on 20.05.2016 and thereafter he approached the Regional Labour Commissioner (Central)-Conciliation Officer and filed an application raising the objection against his termination from service but as no settlement could be arrived at the conciliation, the Regional Labour Commissioner (Central) directed him to approach this Tribunal at Guwahati. At the time of submission of the claim statement the Criminal case was at the stage of trial. It was further stated by the claimant that the findings of the Enquiry Officer regarding the ownership of the land where the incident took place was not backed by cogent materials on record and there was absolutely no proof that the claimant was the owner of the land over which thatched house was constructed. According to him after discovery of the leakage of oil the lock of the thatched house had to be broken as he was not carrying the key of the lock. According to the workman this it-self would show that he was not the owner of the concerned thatched house. It was further stated that the Enquiry Officer misinterpreted the statements of the management witnesses and arrived at a wrong conclusion. In regard to the testimony of PW.2 during the Departmental Proceeding, he claimed that while a letter of Circle Officer, Margherita Revenue Circle was proved showing his

ownership of the concerned land, the concerned Circle Officer was not examined. In para 20 of his claim statement he stated that the penalty imposed on him was highly disproportionate in as much as charges against him were arbitrarily held to be proved. He prayed for his immediate reinstatement with full back-wages.

3. By filing written statement the management took an initial plea that sub-Section 2 & 3 of the Section 2(A) of Industrial Dispute Act has since been repealed and hence the reference itself is not maintainable. But this contention of the management was not accepted vide order dated 7.9.2017 passed by this Tribunal. The management narrated as to how the Motor Spirit at the relevant spot was detected and how the Security Guards immediately rushed to the spot and without any delay an F.I.R was lodged in Digboi Police Station. It was further stated that on physical inspection of the site it was found that a thatched house was constructed over the land of the workman Jugesh Gogoi, Ex-Employee No.136703 over 6" Digboi Tinsukia Pipeline. It was also stated that on physical inspection it was found the thatched house was constructed over the land of the workman and tampering with the underground pipeline caused a loss of 1855 liters of Motor Spirit and damage of pipeline of Corporation. The Security Officer of the Corporation, while visiting the site, came to know from the owner of neighboring plot of the land that the concerned plot where the thatched house was found belonged to the workman Jugesh Gogoi. He was then called to the spot through a Home Guard; he came to the spot and opened the lock of the compound where the thatched house was constructed. It was further stated that as per the land record of Chita, Map and Jamabandi maintained in Margherita Revenue Circle the Plot of land falling on Dag No.316, P.P. No.68 of 2 Borbil Village of Mauza Makum wherein one katcha house was constructed belonged to the workman Jugesh Gogoi. It was also evident from the letter dated 29.04.2015 issued by the concerned Circle Officer. It was also stated that the plot of land in the schedule of land was notified in the Gazette of India, for laying Petroleum Pipeline from New Tank Farm to Tinsukia Terminal, under Provision of the Assam Petroleum Pipeline (Acquisition of Right of user in land) Act 1962 and the said Gazette Notification was dated 26.03.1984. It was also stated that the then owner/occupier of the land was directed not to construct any building or any structure upon the said land. It was further stated that the original owner of the land was paid compensation by Indian Oil Corporation Ltd. But the existing owner i.e. the workman in violation of those Notification and Provisions of the Act constructed a thatched house digging the earth making concrete pit over the pipeline. Considering the gravity of the matter a police case was immediately filed and the concerned workman was arrested and he was in jail for more than a month. A Departmental Proceeding was also drawn against him asking him to submit his response. The workman submitted his response to the charge sheet on 25.05.2015. Having found the response from the workman not satisfactory, Departmental Proceeding was initiated and an Enquiry Officer and a Presenting Officer were appointed by the management. Thereafter the enquiry proceeded as per the laid down Rules and in total compliance of principles of Natural Justice. Several hearings took place and the concerned workman was permitted to be represented by 2 defence Assistants. The management witnesses were duly cross-examined by the delinquent workman and he also examined several witnesses on his behalf. On consideration of the materials on record collected during the departmental enquiry the Enquiry Officer held the charges to be proved against the delinquent workman. The report of the Enquiry Officer was submitted to the workman for his response. He submitted his reply which was not accepted by the management. Ultimately the management dismissed him from service. Thereafter the concerned workman filed departmental appeal which was also dismissed. It was specifically stated by the management that the enquiry was held in full compliance of Principles of Natural Justice and the findings of the Enquiry Officer are also fully based on materials collected during the domestic enquiry. Accordingly, the management submitted that preliminary issue regarding fairness of domestic enquiry should be first framed and the said issue may be decided first. It was also stated that if the enquiry conducted by the management was found to be bad, the management may be allowed to contest the proceedings on merit.

4. On consideration of the claim statement as well as the written statement submitted the management the following preliminary issue was framed.

“ Whether the concerned Domestic Enquiry in which the punishment was imposed upon the workman was just, fair and was conducted in compliance with the principles of natural justice?”

5. The management side examined 2 witnesses namely Sri Lakhyadhar Bora (MW No.1), the Enquiry Officer in the domestic enquiry and Md. Numan Uddin (MW No.2), Chief E.R.Manager, Indian Oil Corporation Ltd (Assam Oil Division). The concerned workman Sri Jugesh Gogoi (W.W.1) examined only himself. All the witnesses were also cross-examined by the respective rival parties. It was decided that if the preliminary issue is decided in favour of the management, all materials would be examined by the tribunal to decide the reference finally. But if the preliminary issue is decided against the management, they will be given an opportunity to prove the charges before this tribunal by way of a fresh domestic enquiry.

6. MW.1 during his examination-in-chief stated that vide letter dated 29.05.2015(Exhibit-1) he was appointed as Enquiry Officer to conduct the domestic enquiry against the delinquent employee Sri Jugesh Gogoi. He also exhibited the charge sheet submitted against the concerned workman (Exhibit-2). He further stated that he duly notified the parties about the dates on which he proposed to conduct the enquiry and that the enquiry against the concerned workman started

on 11.06.2015. He further stated that the workman was allowed to engage defence assistant and after the Presenting Officer took the statement of management witness No.1 Sri Bharat Dihingia, he was duly cross-examined by the defence assistant on behalf of the delinquent employee. The statement of the first witness on behalf of the management and his cross-examination was done on 30.06.2015. Then on 08.07.2015 the management side examined another witness named Sri Achintya Kumar Saikia in the Domestic Enquiry. On that day as per the prayer of the delinquent employee another defence assistant namely Sri Amulya Borgohain was allowed to defend the delinquent employee but since the aforesaid defence assistant was not present on that day the Domestic Enquiry was adjourned and next date was fixed on 14.07.2015. On that date the 2nd witness was however examined by the management side and after completion of the examination of the witness by the management the witness was cross-examined by the defence assistant on behalf of the delinquent employee. On the next date on 29.07.2015 the 2nd witness for the management was further cross-examined by and on behalf of the delinquent employee. After examining 2 witnesses the Presenting Officer closed his side of examination of witnesses. The concerned workman was then asked to adduce evidence, if any but the workman prayed for an adjournment and the next date was fixed on 11.08.2015. On 11.08.2015 the workman produced 2 documents which were marked as DX-1 and DX-2. DX-1, a Deed of rectification and DX-2 was an order date 25.05.2015 passed by the Session's Judge, Tinsukia granting bail to the delinquent employee in the criminal case. The workman also produced the document marked as DX-3 which is a sale Deed dated 12.07.2013. Subsequently the workman was cross-examined by the Presenting Officer. Thereafter the workman produced 3 witnesses namely Sri Newa Raj Newar, Sri Ranjit Sarkar and Sri Rabin Chandra Chetia who were subsequently examined as DW.2, DW.3 and DW.4, all those witnesses were cross-examined by the Presenting Officer. On 21.09.2015 the workman produced another witness named Sri Badan Ch. Sonowal who was examined as DW.5, he was also cross-examined. The management witness No.1 i.e. the Enquiry Officer in the Domestic Enquiry stated "I have recorded the statement of the witnesses in question/answer form". He also exhibited the proceeding of the Domestic Enquiry. He further stated after completion of the proceeding of the Domestic Enquiry he asked the parties to submit written statement. Accordingly the Presenting Officer as well as delinquent employee submitted their written statements which were exhibited as Exhibit-25 and Exhibit-26 respectively. He further stated that after considering the materials produced before him by the parties during the domestic enquiry he found the workman to be guilty of the charges. He exhibited the Enquiry Report dated 27.11.2015 as Exhibit-27. He further added that the conduct of the Domestic Enquiry was in full compliance the principles of natural justice and all reasonable opportunities were provided to the concerned workman to defend himself. During cross-examination to a question asked to him by the learned counsel for the workman side he replied that he knew that An Enquiry Officer in a Domestic Enquiry was supposed to take a neutral stand and that as an Enquiry Officer he maintained such neutral stand. He denied the suggestion of the workman side that he did not maintain a neutral stand as Enquiry Officer. He however admitted that the report of the Circle Officer (Exhibit-16) was proved by the Presenting Officer in the Domestic Enquiry without examining the concerned Circle Officer as witness. The witness also admitted that Exhibit-17 & 18 (zerocopies) were sketch map and Jamabandi of the relevant land which was prepared by the Circle Officer. During cross-examination he also admitted that as per the policy followed by IOCL whenever a pipeline is laid beneath a particular land the land owner is compensated on the condition that he will not raise any structure over the ground beneath which the pipeline was laid. He also admitted that the enquiry was initiated on the basis of an FIR submitted by the Security Officer of the IOCL alleging theft of oil from the pipe laid down by the IOCL and that the culprit was not named in the FIR because at that point of time the name of the culprit was not known. He further stated during cross-examination that on receipt of the FIR Police submitted an intimation to IOCL naming the culprit. He also admitted that at the time of his cross-examination the criminal case was still under trial. He further admitted that during the Domestic Proceeding PW.1 stated that leakage of oil was found in Lalit Gogoi's house but the same person was not examined as witness. He also admitted that the photo graph of the concerned locality was not proved through the photographer who took those photograph. He however denied the suggestion of the workman side that the decision of the Domestic Enquiry was solely on the basis of report of the Circle Officer.

7. Management witness No.2 Md. Numan Uddin , Chief E.R. Manager, IOCL(Assam Oil Division) stated the incident of reporting of heavy leakage of Motor Spirit on 17.04.2015 at the relevant place. He also exhibited the copy of concerned FIR as Exhibit-5. He further stated that on physical inspection of the site it was found that a thatched house was constructed over the land of the workman Sri Jugesh Gogoi over 6" dia Digboi Tinsukia Product Pipeline and tempering was found with the underground pipeline. He further stated that the Security Officer of the IOCL, while visiting the site, came to know from the owner of neighboring plot of land that the relevant plot of land with thatched house belonged to the concerned workman Jugesh Gogoi. He further stated that when Jugesh Gogoi was called through a home-guard, Sri Jugesh Gogoi came to the spot and opened the lock of the compound gate with his key where the thatched house was located and broke open the lock of the thatched house indicating his ownership of the plot of the land and the thatched house. He further stated that the said plot of land is in Schedule of land notified by the Gazette of India, for laying petroleum Pipeline from New Tank Farm to Tinsukia Terminal, under Provision of the Petroleum Pipelines (Acquisition of Right of user in Land) Act 1962. The aforesaid Act and the concerned Gazette Notification are marked as Exhibit-13 and Exhibit-15 respectively. He further stated that since the offence committed by the workman

was grave in nature he was issued a charge sheet and Domestic Enquiry was conducted against him in which he was held to be guilty and on consideration of the nature of the offence he was dismissed from service. During cross-examination MW.2 admitted that he had no role to play in the Domestic Enquiry against the concerned workman and that his knowledge about the matter was gathered by him from the concerned record in the Office. He further stated during cross-examination that the Officer who visited the spot on receipt of the information has since retired but is still alive.

8. The only workman witness is the concerned workman Sri Jogesh Ch. Gogoi who was examined as W.W.1. He stated that Police registered the FIR filed by the management as Exhibit-A. He further stated that after registration of the FIR the Police arrested him on suspicion and subsequently the management issued a charge sheet against him. He further stated that on 25.05.2015 he was granted bail by the learned District and Sessions Judge Court, Tinsukia. It was clear from his evidence that he remained in custody for more than a month in this matter in connection with the concerned Criminal Case. The workman then narrated briefly as to how the enquiry was conducted against him. He also stated that the management without considering the evidence of the parties and written brief in the Domestic Enquiry in a most arbitrary and cryptic manner dismissed him from service. He further stated that after being dismissed from service he preferred an appeal before the concerned Appellate Authority. Exhibit-K is the appeal dated 26.02.2016. He further stated that his appeal was dismissed without considering the relevant matters and being aggrieved by the final order of the Appellate Authority of the management he approached the Hon'ble High Court vide WP(C) No.2640 of 2016 but ultimately it was withdrawn on 20.05.2016 by him. He further stated that thereafter he approached the Regional Labour Commissioner (C), Dibrugarh but the effort for conciliation failed where-after he was directed by the Regional Labour Commissioner (C) to approach this Tribunal at Guwahati. According to the workman as per the Provision of the Petroleum Pipelines (Acquisition of right of user in land) Act, 1962 construction of any structure over the land beneath which a pipeline was laid was to be removed by the Corporation but the Corporation failed to discharge the duty and allowed the concerned structure to remain on the concerned land. He further stated that the lock of the thatched house had to be broken as the keys were not available with him. He further stated that the owner of the neighbors to the plot never confirmed that the concerned land and structure belonged to him. He further stated that the PW.1 during domestic enquiry, only stated that he may be the owner of the plot of land but his ownership of the concerned plot of land along with the thatched house was neither confirmed nor established. He further raised objection on the way the report of the Circle Officer was accepted without examining him. In brief he stated that according to the materials collected during the Domestic Enquiry charges against him in the Domestic Enquiry ought not to have been held proved and the Enquiry Officer acted partially in favour of the management and arbitrarily held him to be guilty which ultimately led to his dismissal from service. During cross-examination he admitted that he was duly and from time to time notified about the dates and place of the Domestic Enquiry. He also admitted that the documents which were submitted by the management were not challenged by him except the document in respect of land. He further admitted that the Deed of rectification (Exhibit-19) was executed on 17.05.2015 but the stamp paper over which the Agreement was prepared was purchased on 30.06.2015 as per vendor's endorsement. He further admitted that by the rectification Deed the boundary in his original deed was modified. He further admitted that he purchased the land by a Registered Deed on 12.07.2013. He further admitted that he did not know that the land in which the pipeline of the Company is laid can be used by the concerned owner but no construction can be made above the particular land. He further admitted he came to know about this at a later stage. He further admitted that Dag No. of his land is 316 and Patta No.68 of Borbill No.2. He further admitted that he did not know that the land was acquired by the IOCL in the year 1984. In the last line of his cross-examination he clearly admitted that all reasonable opportunities were given to him to defend himself.

9. During argument the learned Counsel appearing for the management side submitted that there was total compliance of the principle of natural justice in the conduct of the Domestic Enquiry as was admitted by the workman himself during his cross-examination. He further pointed out that the rectification Deed modifying the boundary of the relevant land was executed after the filing of the FIR and that too on a stamp paper which was post dated by more than a month. He stated that the nature of the charges which were proved against the workman were too grave to be dealt with leniently and that in such a situation the only acceptable punishment could be dismissal from service. He further stated that though the criminal case against the concerned workman ultimately ended in acquittal the same cannot be considered to have any serious consequences on the Domestic Enquiry because the standard of proof in a criminal trial and in a Domestic Enquiry are completely separate. He further submitted that in the Domestic Enquiry it was not incumbent upon the management to prove the title of the concerned workman over the concerned land like in a Civil Suit and the materials which appeared in the Domestic Enquiry categorically pointed out to the fact that it was the concerned workman who had the possession or the ownership over the concerned land along with the concerned thatched house within which tempering of the pipeline was found. He further submitted that the fact that the lock of the gate of the concerned compound was opened by the concerned workman was indicative of his possession of the concerned land. He further stated that at that time the concerned workman was not carrying key of the thatched house due to which the lock was broken by him. Concluding the argument the learned counsel for the management submitted that the management was completely fair and neutral in proceeding with the Domestic Enquiry and admittedly principles of natural justice

were complied with and hence, there ought not to be any interference with the finding of the Domestic Enquiry including the punishment imposed upon the workman. He however added that if the Tribunal holds that the Domestic Enquiry was bad in law, the management is ready to conduct the Domestic Enquiry once again before this Tribunal. Learned Counsel for the workman side during argument stated that the ownership of the concerned plot of land and the thatched house was not adequately proved by the management during the Domestic Enquiry and the charges were not at all proved though the Enquiry Officer arbitrarily held the charges to be proved. He further stated that the certificate issued by the Circle Officer was taken into record during the Domestic Enquiry without examining the concerned Circle Officer and hence, the report could not be held to be duly proved. He further stated that since the entire decision of the Enquiry Officer was solely based on the report of the Circle Officer (Exhibit-16) regarding the ownership of the concerned land and since the report itself was not properly proved as per law, the entire Domestic proceeding should be held to be bad and the punishment imposed by the management on the concerned workman should be quashed.

10. It was an admitted position that if the preliminary issue is held in favour of the management, the Tribunal can scrutinize all the materials on record to decide as to whether the report of the enquiry officer and the subsequent punishment imposed on the concerned workman was justified and legal.

11. It was the claim of the workman side that the domestic enquiry was conducted in violation of principles of natural justice and the enquiry officer held the workman to be guilty of the charges without properly taking into consideration the materials gathered during domestic enquiry. It was also alleged that since the related criminal case ended in acquittal of the workman, he should be held to be not guilty in domestic enquiry.

12. During cross-examination the workman himself stated that he was afforded with all reasonable opportunities to defend himself during the domestic enquiry. From the evidence on record also it clearly appeared that all reasonable opportunities were given to the workman to defend himself. He was allowed to engage two defence assistants and all the witnesses of the management were duly cross-examined by him and that he was also allowed to examine his own witnesses. After the conclusion of enquiry he was allowed to submit his response and after imposition of punishment he could file an appeal before the appellate authority. From the above and consideration of the statements of the witnesses, as discussed in foregoing paragraphs, it was absolutely clear that the entire domestic enquiry against the workman was conducted in total compliance of the principles of natural justice. Admittedly, an acquittal in corresponding criminal case cannot be a sole ground to set aside the findings of the domestic enquiry in as much as the standard of proof in these two proceedings is distinctly different. Standard of proof in domestic enquiry is preponderance of evidence, whereas, standard of proof in a criminal trial is proof beyond all reasonable doubt. A copy of the judgement of the corresponding criminal case was filed by the workman side during argument. Admittedly, the criminal case failed because the charges could not be proved beyond all reasonable doubts. Some other observations made in the aforesaid judgements are also worth noticing. One of the grounds was that prosecution could not examine all the witnesses despite its best efforts. In regard to the possession and ownership of the relevant land and thatched house thereon, it appeared from the evidence on record that possession/ ownership was prima facie proved during the domestic enquiry. It was clearly proved that the gate of the compound within which the thatched house was situated was unlocked by the concerned workman. There were also enough materials to indicate that the concerned land as well as the thatched house belonged to the workman. It was also clearly proved that the concerned land was acquired by the IOCL from the original owner and compensation was also paid to him. After about two years of purchasing the concerned land upon which the thatched house was situated, the workman got a rectification deed dated 17.5.15 executed on a post dated stamp paper for modification of the boundary mentioned in the original sale deed. Taking into consideration of the report of the Circle Officer regarding ownership of the concerned land without examining the concerned Circle Officer in a domestic enquiry cannot be held to be wholly illegal. In the domestic enquiry proper title of the workman on the land was not required to be proved. The premise of the domestic enquiry was different. The domestic enquiry was held to find out whether the workman was guilty of various misconducts. In that respect it appeared that the enquiry officer arrived at his conclusion on reasonable appreciation of materials collected during the domestic enquiry. Given the nature of the charges the punishment of dismissal from service did not appear to be disproportionate.

13. In view of the above, it is held that the domestic enquiry against the workman was conducted in total compliance of the principles of natural justice. The findings of the domestic enquiry and subsequent imposition of punishment upon the workman also did not appear to be unjustified or arbitrary. The present reference is accordingly, disposed of with a no relief award.

Given under the hand and seal of this Tribunal on this 20th day of December, 2019.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 13 जनवरी, 2020

का. आ. 89.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स फ्यूचर जनरल इंडिया लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 91/2013-14) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.01.2020 को प्राप्त हुआ था।

[सं. एल-17012/44/2013-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 89.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 91/2013-14) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Future General India Life Insurance Co. Ltd. and their workman, which was received by the Central Government on 08.01.2020.

[No. L-17012/44/2013-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE SHRI S.S.GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No.CGIT/NGP/91/2013-14**

Date: 22.11.2019

Party No. 1:

The Managing Director & Chief Executive Officer,
Future General India Life Insurance Co. Ltd.
001 Delta Plaza, 414, Veer Savarkar Marg,
Prabhadevi, Mumbai
MUMBAI - 400025

V/s.

Party No. 2:

Mr. Hitesh S/o Pradyuman Vegad,
R/o H.No.20, Manjikana Colony,
Gittikhadan, Katol Road,
Nagpur - 440013

AWARD(Dated: 22nd November, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the Management of Future General India Life Insurance Co. Ltd. and their workman, Shri Hitesh P. Vegad for adjudication, as per letter **No.L-17012/44/2013 – IR (M) dated 20/02/2014**, with the following schedule:-

“Whether the action of the management of Future General India Life Insurance Co. Ltd., in terminating the services of Shri Hitesh S/O Pradyuman Vegad, Ex. Financial Planning Manager w.e.f. 02.08.2011 is just fair and legal? If not, to what relief the concerned workman is entitled to?”

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due and they filed their respective authority i.e. on behalf of Future General India Life Insurance Co. Ltd. and workman, their advocate filed their respectively authorities. On behalf of Future General India Life Insurance co. Ltd. ("Party No. 1" in short), Mr. Shiddharth D. Karkare, advocate filed their Vakalatnama and on behalf of the workman Hitesh (In short "Party No.2"), Mr.R.N. SEN, advocate filed their Vakalatnama with Mrs. Komal Bajaj, advocate. On behalf of Party No. 2 statement of claim has been filed and on behalf

of Party No.1, written statement has been filed, but no rejoinder has been filed on behalf of Party No. 2 (as per order sheet 27.11.2014).

3. The management i.e. Party No. 1 took a preliminary objection in their written statement that, claim of petitioner i.e. Party No. 2 is not tenable and the same deserves to be dismissed and also prayed that, claim of the Party No. 2 is liable to be dismissed in limine in following grounds:

- i) As per statement of claim, he was appointed as Financial Planning Associate and was last deputed as Financial Planning Manager, with the Party No. 1. According to Party No.1, minute particulars of the work profile of Party no. 2 shows that, he was appointed as a Financial Planning Associate. His work profile shows that, he was appointed to work of selling insurance, generating the business of the company and educating customers for Party No. 1 and required attributes of supervisory capabilities. According to the Party No 1, he did not fall under the definition of workman as provision 2s of the Industrial disputes Act, 1947 (in short “The Act”).
- ii) On the basis of judgment of Hon’ble High Court in the matter of Standard Chartered Bank Vs. Vandana Joshi and another and the judgment rendered by the Hon’ble Supreme Court in the matter of Burmah Shell Oil Storage & Another Vs. Burmah Management Staff, AIR 1971 SC Page No. 922, they submitted that Party No. 2 falls within the definition of Workman this fact has to prove by the Party no. 2 by own evidence i.e.
- iii) According to Party No.1, petitioner i.e. Party no.2 is not covered under the provisions of the Act, his services will be governed by the terms of employment agreed between Party No. 1 and 2 and also submitted that, the services of the petitioner i.e. Party No. 2 is governed with the terms of employment agreed between him and Party No. 1.

4. In the statement of claim, Party No. 2 asserted that, “Though I was designated as Financial Planning Manager, I was doing the manual work, such as filling of forms, helping the customers in the matter of withdrawal etc. I had no power to make appointment, take disciplinary action; sanctioning leave etc. therefore it is clear that I was not employed in supervisory or managerial capacity.” and also asserted that, “I came to be appointed by the Party No. 1 by order dated 29/06/2009 as a Financial Planning Associate. Right from the date of my initial appointment, my performance was excellent. Hence, in April 2010, I was promoted as a Senior Financial Planning Associate. In October 2010, I was again promoted as Financial Planning Manager. In April 2011, I was also granted increments.

5. **Point of Determination**

- i) Whether petitioner is a workman?
- ii) Whether this tribunal has jurisdiction?

Reasons for Decisions

6. Now I want to mention firstly the argument of Party No 2 in below:- According to Party No.2 i.e. workman, it was argued :-

6-I : That “The job of the Party No. 2, was purely of a clerical nature and not of the managerial nature. It is a well settled law and the finding of different High Courts that, an employee working with the clerical nature of job, otherwise than as managerial / supervisory nature, without having any managerial power, without any subordinate working under him, without any sanctioning power of leave or advances, the Party No. 2, is covered by the definition of “Workman”.

6-II : That “Party No.2, completed his work honestly and sincerely with full devotion towards his work, allotted to him by the Party No.1. Considering his work, the Party No. 1, was kind enough to grant him promotion to the post of Sr. Financial Planning Associate and thereafter the Party No. 2 was again promoted to the post of Financial Planning Manager. The Party No. 1 appreciated to his performance.”

6-III : That “ It is prayed that this Hon’ble Tribunal may be pleased to pass an Award in affirmative in favour of the Party No. 2, to meet the ends of justice.”

7. **Now I want to mention firstly the argument of workman in below:- According to Party No.1 i.e. management it was argued :-**

7-I : That “Financial Planning Manager’ was the additional nature of work performed by Party No. 2 .----- Thus, there were the managerial and supervisory duties of the Party No.2 in addition to the above mentioned duties.”

7-II : It was also argued that, “The Party No. 2 filed his evidence on preliminary issue and the same was notarized by him on 27.11.2014. ----- The second evidence on preliminary issue was filed by Party No. 2. In this evidence he deposed that, he filed the copy of job description by him. ----- Third evidence dated 06.12.2017 was filed by the Party No. 2, which was prepared by his counsel in consultation with Party No. 2 as appears from the record.”

7-III : Party No. 1 relied on case laws :- The judgment delivered by Bombay High Court in Writ Petition No. 975/2009 in the case of Standard Chartered Bank, M/s Sonepat Co-operative Sugar Mills Ltd. Versus Ajit Singh and Judgment of Ganga Kisan Sahakari Chini Mills Ltd. Versus Jaiveer Singh reported in 2007 III CLR Page No. 840.

On the basis of above argument, Party No.1 argued that, case of the Party No.2 is not maintainable without there being any cause of action and also being devoid of any merit and substance.

8. Now I want to see legal position i.e. I want to mention principles laid down in above cases laws:--

8-I : Modern forms of business in corporate organizations put into place a carefully crafted process of checks and balances. Rarely, if ever, would an employee have authoritarian control over business decisions. Employees are made subject to check and balance, both at the lateral and vertical level. Managerial decisions are subject to verification and approval.

8-II : Managers do not become workman because their decisions are structured by processes and approvals. Absolute autonomy is not the norm in managerial decision making. Nor does the law insist on absolute discretion or absolute autonomy for a person to be a manager. Basically the answer to the question must depend upon the dominant nature of the duties and responsibilities.

8-III : Held : Hearing of all issues together in labour matters is not an inflexible rule and having regard to the conduct of the petitioner and the circumstances on record, interference of the High court under Art. 226 of the Constitution are not called for.

9. Now I want to see the evidence of the Party No. 2. He examined himself i.e. Hitesh S/o Pradyuman Vegad as PW1. In para 11 of his cross-examination he admitted that, “I was engaged as Financial Planning Associate on 29.06.2009 and it is related with sales. Thereafter I was promoted as Sr. Financial Associate. Then I was promoted as Financial Planning Manager, which was also related with sales. It is true to say that W-5 is my job Sheet. It is true to say that W-5 indicates my nature of duties under the mark A to A. It is not true to say that, working style of Govt. and Party No.1 is different, e.g. Govt. has manual working system and Corporate has computerized system. It is true to say that, it was my part of my duties to increase the business” and also asserted that, “it is true to say that, as per the terms of appointment, the applicant was responsible for development of business, monitoring the performance, achieving allocated business targets, educating the customers about the products ensuring high quality customer service, ensuring external compliance on all branch transactions handling difficult customer situations and contributing to the overall, compliance with AMS guidelines while authorizing the submission of business.”

After perusal of the statement of the Party No. 2, it appears that, he was appointed and promoted for managerial and supervisor. He filed three affidavits on evidence, out of two were not pressed by him. It also appears that, he has no authenticated records, which show that, his work was of clerical nature. He gave a contradictory statement regarding his official duty. Party No. 1 also did not produce any evidence, but in my opinion, original burden of prove lies on workman.

10. On going the above discussion and principles laid down in the above case laws, my humble opinion is that, petitioner failed to prove that, this Tribunal has jurisdiction to decide this matter. He also failed to prove that, he was workman under section 2(s) of the Act. So in my humble opinion, this reference is not maintainable but he may raise this dispute before proper Forum/Court, hence it is ordered:--

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 13 जनवरी, 2020

का. आ. 90.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैंगनीज ओर (इण्डिया) लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 81/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.01.2020 को प्राप्त हुआ था।

[सं. एल-27012/1/2000-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 90.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/2000) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Manganese Ore (India) Ltd. and their workman, which was received by the Central Government on 08.01.2020.

[No. L-27012/1/2000-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM -LABOUR COURT, JABALPUR

NO. CGIT/LC/R/81-2000

Present: P.K.Srivastava, H.J.S..(Retd)

The President,
M.P. Rashtriya Manganese Mazdoor Sangh
P.O.Bharveli
Balaghat (M.P.)

...Workman

Versus

The Manganese Ore(India)Ltd.
3, Mount Road Extension,
Sadar,
Nagpur-440001

...Management

AWARD

(Passed on this 5th day of December, 2019)

1. As per letter dated 19-5-2000 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No. L-27012/1/2000/IR(M). The dispute under reference relates to:

“Whether the action of the management of Chickla Mine of Manganese Ore (India) Ltd. Nagpur, in terminating the services of Shri Deoraj S/o Shri Hamraj Naganshi of Balaghat Mine of MOIL is justified? If not, to what relief the workman is entitled to.”

2. After registering the case on the basis of reference, notices were sent to the parties.

3. The case of the workman as stated in his statement of claim is that while he was under employment of the respondent/management as U/G Mine Mate. He worked at Bharveli Mines from 12-7-1992 to 17-9-1993 as his wife developed heavy sickle cell anemia which required specialised medical treatment. There was some dispute regarding union in which the workman was also involved as per the details given in the statement of claim and it is the case of the workman that the respondent management being annoyed with the workman transferred him to Chikla mines from Bharveli Mines inspite of the fact that his wife required specialised medical treatment which was earlier approachable from Bharveli Mines. It is further the case of the workman that he made several representations regarding consideration of his transfer on medical grounds of his wife but they were not considered by respondent/management. He moved to

Hon'ble High Court who was pleased to order for consideration of his representation for transfer but was refused by Management and Management insisted on his joining at Chikla Mines. The Management further initiated a departmental inquiry which was conducted against law and the workman was terminated from service by Management. According to the workman, the inquiry was not legal and proper. He was not given effective opportunity to defend himself, his defense was not considered, charges were not proved in the inquiry and the punishment was disproportionate. Accordingly the workman sought reinstatement with back wages and all consequential benefits, setting aside the order of termination.

4. According to the Management, the workman first worked at Ukwa Mines from 29-5-1989 to 11-7-1992. He was transferred to Bharveli Mines on administrative reasons, where he worked from 12-7-1992 to 17-9-1993. Due to administrative exigency, he was transferred to Chikla Mines vide order dated 17-9-1993. He was relieved from Bharveli Mines w.e.f 17-9-1993 vide order dated 15-9-1993. According to the management, the workman did not report for duty at Chikla Mines inspite of repeated instructions given to him from time to time. It was informed by him that his wife and children were sick, on which he was advised to avail treatment at Chikla Mines after joining there and that his request for transfer would be considered whenever vacancy arises but the workman remained absent from duty. It was further pleaded that the workman filed Writ Petition no.4237-1993 before Hon'ble High Court of Madhya Pradesh at Jabalpur. The Management was directed by Hon'ble High Court to sympathetically consider the representation of workman and pass a suitable order and with these observation, the writ petition was finally disposed. The Management did sympathetically consider the request of the workman, in the light of Hon,ble High Court and regretted in rejecting his application which was duly informed to workman on 15-11-1993. Thereafter the workman filed another Writ petition No.1104/94 before Hon'ble High Court of Madhya Pradesh at Jabalpur which was dismissed without interfering the order of transfer made by Management. Hon'ble High Court however observed that his request for accommodation may be simply considered in the light of perspectives and if possible the workman may be either accommodated at Balaghat or at Jabalpur so that he can avail medical facilities. According to the Management the Chikla Mines has a full-fledged Hospital with qualified medical staff and that treatment could be given at Chikla Mines Hospital. The workman was assured that whenever vacancy arises in mines near Balaghat, his request may be considered but inspite of these assurances the workman absented himself from duty without permission, intimation, leave sanctioned. Hence a charge sheet dated 1-5-1996 was issued against the workman with charge of unauthorised, wilful absence. It is further the case of the workman that the workman submitted his reply which was received by Management on 21-5-1996. An inquiry was ordered in the light of reply on 21-5-1996. Shri D.P.Sharma, Manager was appointed as Inquiry Officer. Shri Prashant Moitra was appointed as Presenting Officer vide order dated 21.5.1996. The workman participated in the inquiry. He filed documents during inquiry, he cross-examined the witnesses. He did not lead any oral evidence. He examined himself on oath during inquiry. After completion of inquiry, the inquiry report was submitted on 1-8-1996 holding the charges proved. The workman was served with a copy of the inquiry report and the show cause notice on the point of punishment. On 18-8-1996 he did submit his reply on the show cause notice. Order of termination dated 2-1-1997 was passed against the workman. According to the Management the charge of unauthorised habitual absence is a misconduct inviting major penalty. The Management has further stated that while the case was at the stage of conciliation, the workman was offered re-employment before the Assistant labour Commissioner on 29-9-1999 but he refused and at present the workman has got enrolled himself with Bar Council and is practising lawyer in Balaghat District and Hon'ble High Court of Madhya Pradesh.

5. The workman also filed rejoinder in which he mainly rebutted the pleadings of Management and reiterated his case. On the basis of pleadings, preliminary issue regarding legality of departmental inquiry was answered by my learned Predecessor vide his order dated 30-9-2015 holding the departmental inquiry bad in law. Thereafter the parties were given opportunity of evidence.

6. The Management examined its witnesses Shri Nitin Fagnis, Deputy General Manager and Shri Krishna Kumar Tiwari, Office Assistant for proving inquiry and has proved the inquiry papers Exhibit M-1 to M-20 which shall be referred to as and when required.

7. The workman examined himself on oath and has filed and proved documents Exhibit W-1 to W-38 which shall be referred to as and when required.

8. I have heard the arguments of the workman in person and Mr. A.K.Shashi, learned counsel for Manangement and I have gone through the memorandum of arguments and records. Following issues arise in the light of pleadings and evidence :-

ISSUE NO. 1:- “Whether the charge of unauthorised, wilful absence from duty if stands proved by evidence ?”

ISSUE NO. 2:-“Whether the termination awarded is proportionate to the charge.”

9. **ISSUE NO.1:-** The pleadings of the parties in this issue has been detailed earlier in this judgment. It goes on to show that the workman did absent himself from duty by not reporting at Chikla Mines where he was transferred, it is not disputed even by the workman though he has other justifications for doing so. It is noteworthy that in the order of preliminary issue No.1 my learned predecessor also recorded a finding that the fact of absence from duty is unshattered. The departmental inquiry was held not legal by him on the ground that since the workman had not joined at the place of transfer, no officer of Chikla Mines could inquiry into the charges.

10. As the factum of absence is not disputed, the point remains to be seen is whether the absence is unauthorised, wilful or not. The evidence from the side of the workman which is in support of his pleadings is that since the wife and daughter were terminally ill and receiving treatment, he was not in a position to join and continued making representation and even moving to Hon'ble High Court for cancellation of his transfer and his relocation at Chikla Mines at Balaghat. This fact is not disputed by Management but his case is that the representations were rejected as not having force firstly on the ground that medical facilities were available at Chikla Mines also which could be availed by the workman and whenever vacancy arises, the Management could consider relocation of the workman. Now the question arises what was expected to be done by the workman in such a situation. The Rules of Service Discipline provided that the workman has to follow fully the orders of his superiors. It is also evident from the order of appointment filed and proved on record that the services of the workman were liable to be transferred from one place to the other. Hence it was expected from the workman that he had to join at a place where he was transferred and thereafter apply for leave, even leave without pay, if all his leave was exhausted but he did not do so. Hence, from the evidence on record as discussed above, the charge of wilful and unauthorised absence stands proved against the workman. **Issue No.1 is answered accordingly.**

11. **Issue No.2:-** It is not disputed that wilful and unauthorised absence is a misconduct inviting major penalty, hence in the light of findings recorded in Issue No.1 the penalty of dismissal in the case in hand cannot be held to be excessive as per principle of law laid down in case of **Secretary to Government & Others Vs. A.C.J.Britto(1997) 3 SCC 387** and **Management of Cipla Ltd. Vs. Shri Jayakumar R. & Another (1998) LLR 63 SCC** may be referred to in this respect. Hence holding the punishment of termination not excessive, **The Issue No.2 is answered accordingly.**

12. On the basis of the above discussion, following award is passed:-

- A. **The action of the management of Chikla Mine of Manganese Orde(India) Ltd. Nagpur in terminating the services of Workman Shri Deoraj of Balaghat Mine is held legal and justified.**
- B. **The workman is held entitled to no relief.**

P. K. SRIVASTAVA, Presiding Officer

DATE: 5.2.2019

नई दिल्ली, 13 जनवरी, 2020

का. आ. 91.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स स्टील अथॉरिटी ऑफ इंडिया, विश्वेश्वरैया आयरन एंड स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचात (संदर्भ संख्या 40/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.01.2020 को प्राप्त हुआ था।

[सं. एल-42011/3/2003-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 91.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2003) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Steel Authority of India, Vihweshwaraiah Iron and Steel Plant and their workman, which was received by the Central Government on 03.01.2020.

[No. L- 42011/3/2003-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALOREDATED : 27TH DECEMBER 2019

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 40/2003I Party

The President,
Mines Employees' Union,
Gause Sab Line, Old Town,
Bhadravathi,
Shimoga – 577301.

II Party

The Executive Director,
Steel Authority of India,
Vishweshwaraiah Iron and Steel Plant, Bhadravathi,
Shimoga – 577301.
Karnataka.

Appearance

Advocate for I Party : Mr. J.V. Prakash

Advocate for II Party : Mr. Arthur Pinto

AWARD

The Central Government vide Order No. L-42011/3/2003-IR(M) dated 25.06.2003 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the allegation of the Mines Employees Union, Bhadravathi, that 130 contract labourers employed in Kemmanagundi Iron Ore Mines owned by SAIL, Visvesvaraya Iron & Steel Limited, Bhadravathi, are engaged in the category of employment prohibited by the appropriate government vide notification dated 15.12.1979 and 28.05.1982, is factually genuine? If so, to what relief these contract workers are entitled?”

1. The 1st Party Union has espoused the cause of Contract Labourers employed in Kemmanagundi Iron Ore Mines owned by the 2nd Party alleging that the Contract Labourers were engaged in the category of employment prohibited by the appropriate Government vide notification dated 15.12.1979 and 28.05.1982.

Though, the claim statement and the rejoinder run into several pages, the facts relevant for adjudication of the dispute can be gathered thus, the workers though working under the Contractor are actually working for the benefits of the 2nd Party. The 2nd Party is their real employer in the eye of Law. The contractor was merely a name lender and the contract between the 2nd Party and the contractor is sham and camouflage. They have entrusted the entire mining operation work to the Contractors against the policy and objects of the Government. As per the Mines Act 1952, Mines Rules 1955 and Metalliferous Mines Regulations 1961 all mining operation including transportation locomotives and crushing plant operations have been supervised by the Authorities competent Certificate holders belonging to the 2nd Party only. Hence, there exists direct relationship of employer and the employee between the 2nd Party and the 1st party workers.

It is further pleaded that, the Central Government issued notification No. 4076 dated 15.12.1979 prohibiting employment by contract labour in Iron Ore Mine w.e.f 10.05.1980 throughout the country in respect of operation of,

- i) Overburden removal;
- ii) Drilling and Blasting;
- iii) Float Ore;

Vide Notification No. 2193 dated 28.05.1982, they prohibited employment of contract labour in the works specified below in all Iron ore Mines in the country with immediate effect from 28.05.1982;

- i) Muck cleaning operation in the crushing plant / and all conveyer belts;
- ii) Wagon levelling operations;

The 2nd Party instead of absorbing and regularising the services of all workers employed at Kemmanagundi Iron Ore Mine, in view of the above notifications, continued Contract Labour System without any break. They appointed contractor M/s Sudhir Transports Company to carry out operations prohibited by the Central Government; the operations carried out through the contractors are perennial in nature. The 2nd Party have not provided essential facilities, safety

appliances to these workmen. The contractor is paying the monthly pay to the workers belatedly; this is with the support of the Officers of the 2nd party. Hundreds of workers are working under the contractors such as M/s Sudhir Transport Company Private Limited, HSCL and S. K. Channegowda. The names of all the workers are not entered in the 'B' Register with a view avoid Provident Fund contribution. On behalf of the 2nd Party only Senior Manager / AGM Mines, Assistant Manager (Mines Manger), Blaster and Canteen Care Taker were at Kemmanagundi. All the functions of drilling, blasting, compression operation, crushing plant operation, wagon drill operation and tipper and PC operation are all done by Contract workers.

This Tribunal in the matter of Bilikel Betta Quartz Mines directed the Management of VISL to treat the concerned employees as employees of VISL. The Hon'ble High Court directed the Management to reinstate the workers as regular employees of VISL; the Apex Court directed the Management to pay arrears of wages and post the erstwhile workers as regular employees; in that case Management did not raise any voice. They have absorbed 100 workers employed at Bhadigundi Limestone Mines and 68 contract workers in the ICS Department in VISL Factory. M/s Sudhir Transporters / contractors have terminated innocent workers illegally and unlawfully.

2. The Case of the 2nd Party is, they are a Government Company registered under Company's Act; not more than 23 workers were ever engaged by the contractor. When the Union approached the Hon'ble High Court of Karnataka seeking the relief of regularisation of the contract workers, they were directed to raise the Industrial Dispute. Mining at Kemmanagundi is not permanent and it is perennial in nature. Kemmanagaundi Iron Ore Mine (KGD mines) is located in a dense forest area of Malnad and it is an open cast mine. At no point of time there was continuous mining operation throughout the year. Practically it is closed during monsoon at least four months in a year. The allegation that the Officers of the 2nd Party have supervised the contract work is denied. The 2nd Party is registered under Section 7 of the contract (Regulation and abolition) Act 1970 and the contractor have secured license under Section 12 of the Act. No contract worker was engaged at any time in the category of work prohibited by the notifications of the government. The work entrusted to the workman of M/s Sudhir Transport was as per the terms of the contract only but not the works prohibited by the Government vide notifications. Drilling and blasting was carried out throughout by regular employees only. Remedy if any to the 1st party lies under CLRA Act but not in the present reference.

By way of rejoinder statement, the 1st Party placed their Para wise remarks to the averments of the counter statement.

3. Both parties have examined one witness each on their behalf. Documents Ex W-1 to Ex W-6 was exhibited for the 1st Party and Ex M-1 to Ex M-24 were marked for the 2nd Party.

4. Both have submitted oral and written argument.

5. WW1 / Office bearer of the Union examined for the 1st Party, during the course of his cross-examination, expressed his ignorance to the suggestion the President of Union Smt. Shanthi who has authorised him has no such authority to authorise him to give evidence. As a matter of fact, the authorisation given to him by Smt. S. Shanthi reads thus;

"I hereby authorised Sh. Chandran aged 54 years, T. No. 55, Secretary of the Mines Employees Union, Bhadravathi. To inform my views and other information to the advocate who appearing the reference CR 40/2003, he shall be answered the questions asked by the advocate in respect of reference case and also activities of the workers who involved in this reference case."

It is clear from the above that, the authorisation given to him by the President of the Union is not to prosecute the claim or adduce evidence on behalf of the 1st party in this case. In his affidavit evidence, except reiterating the claim statement averments nothing more was placed as evidence. Though he claims that, he has been working at Kemmanagundi Mines form the year 1995 his affidavit evidence lacks his personal knowledge of the claim allegations. He admits the suggestions that, he has no knowledge about the affairs of the 2nd Party prior to 1996 and admits that VISL got mining licence on 16.07.1994 and thereafter started mining operations at Kemmanagundi. He also admits that, Kemmanagundi is open cast mines situated in Malnad area where there is heavy rainfall for four months. He had given a list of concerned 80 workmen whom he claims to be alive and some of them are dead. He is not aware of the notification issued by the Central Government declaring Kemmanagundi Mines as Bhadra Wild Life Sanctuary. He admits that, the 2nd Party is not mining since 2005.

Reading the referred issue between lines it presupposes that, the reference in respect of 103 contract labourers employed in Kemmanagundi Iron Ore Mines, who were engaged in the works prohibited by the appropriate Government vide notifications of 15.12.1979 and 28.05.1982.

6. On their own showing, the Union is prosecuting the case of 80 employees only and out of them some might be not alive as of now. WW-1 is not authorised by the Union to adduce evidence on behalf of 80 workmen; no authorisation is given in his favour by the concerned 80 workmen. It is a known fact that, there is no mining operation at Kemmanagundi side since it is declared as Wild Life protected area, vide notification of the Government. It is not at all

stated with specification that, which of the 1st Party concerned workmen was engaged in the works prohibited by the notification of the Government.

7. In this adjudication the geniuses of the contract entered by the 2nd Party with its contractors cannot be probed into for the simple reason that, the Union has taken upon itself to espouse the cause of contract labourers. We are also not at the lapses on the part of the 2nd Party in implementing the welfare measures to the contract workers. It is an admitted fact that, the work at Kemmanagundi is not perennial in nature since it is open cast mining where mining cannot be undertaken during rainy season.

8. Two Notifications of the Government which prohibited certain works being performed by contract workers are marked Ex W-14 and Ex W-15, those works are

- a. Over burden removal;
- b. Drilling and blasting;
- c. Float ore operation;
- d. Muck cleaning operation in crushing operation;
- e. Screen in plains conveyer belts;
- f. Wagon levelling operations;

Mere claim statement allegations that, the work of the employees used to be supervised by the Officers of the Principal Employer and they were engaged to do prohibited works etc., will not take the case of the Union anywhere unless there is tangible direct evidence to that effect. At no stretch of imagination, it can be believed that 130 workers have worked in the prohibited areas.

When it is an admitted fact that, subsequent to the license issued by the Central Government the 2nd Party commenced Mining operation from 1997 where is the question of the contract employees serving the 2nd Party for more than 25 years prior to raising Industrial Dispute in the year 2003. The contract dated 04.04.1995 is marked as Ex M-9, there is nothing suggesting in this Agreement that the prohibited work was assigned to the contractor. The Principal Employer was registered under Section 7 of the CLRA Act (Ex M-12) and the contractor had license under Section 12 of the said Act (Ex M-13). It is not the case of the workman that, the contractor did not settle their legitimate dues after the contract between the 2nd Party and the contractor came to be closed.

It is also an admitted fact that, mining lease is not renewed after June 2004 and closure of the mine is not questioned by anybody affected. It is also the submission of the 2nd Party that, since they closed the mining operation there was scarcity of iron ore required for manufacture of the products and they do not have any source of raw material and suffered huge loss. They have cut down the man power and there is no chance of fresh recruitment or appointment. The Government have cleared the process of privatisation and the process is in progress. The paper clippings of the demonstration held by the public and employees opposing privatisation is also produced.

9. The 1st Party instead of meeting the factualities displayed by the 2nd Party is banking upon the contract entrusted to M/s Sudhir Transport Ltd. Having severed their relationship with the contractors, now it is not open for them to claim further relief from the principal employer that too after the closure of the mining operations. It is after that the 2nd Party had challenged the notifications at Ex M-14 and Ex M-15 before the Hon'ble High Court of Karnataka and availing the benefits of interim stay order, they were running the Mines and thereafter withdrew the petition. Subsequently, the Contractor challenged the notification by filing separate petition and thereafter withdrew the petition. Thus, they have run the Mines for more than 5 years. But we are not here to record a finding on the legality on Mining activity, when the very Mining activity has come to stand still where is the question of planting Contract employees in Regular Posts? The claim is without merit.

AWARD

The reference is rejected.

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 27th December, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 13 जनवरी, 2020

का. आ. 92.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 39/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.01.2020 को प्राप्त हुआ था।

[सं. एल-30012/12/2010-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 92.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2010) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 10.01.2020.

[No. L-30012/12/2010-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 03RD JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 39/2010

I Party

Sh. M Lakshmana,
S/o Sh. Mareappa,
BPCL, R/o House No. 1-3-1,
V V Giri Road,
Raichur - 584 101.

II Party

1. The Senior Operation Office,
BPCL, Raichur - 584 101,
Karnataka.
2. The Territory Manager,
BPCL, Near Desur Railway
Station Zad, Shahapur PO,
Belgaum - 590 014.

Appearance

Advocate for I Party : Mr. Clifton D'Rozario

Advocate for II Party : Mr. B.C. Prabhakar

AWARD

The Central Government vide Order No. L-30012/12/2010-IR(M) dated 04.10.2010 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of management of BPCL, Raichur Depot in terminating the services of Sh. M. Lakshmana S/o Sh. Mareappa w.e.f 07.05.2009 is justified? To what relief the workman is entitled?”

1. The claim of the 1st Party workman is, he was appointed as Watchman with the 2nd Party w.e.f 06.07.1987. He has served continuously sincerely, honestly and continuously for more than 240 days in each of the calendar year, until he was illegally refused employment on 07.05.2009. Before refusing employment, no charge sheet was issued and no enquiry was contemplated. The action of the 2nd Party amounts to retrenchment as defined under Section 2 (OO) of 'the

Act' but without following mandatory provision of 'the Act'. He was appointed against a permanent vacancy; the management has contended that he was on contract basis but he had not obtained any license under The Contract Labour (Regulation and Abolition) Act, 1970 nor the 2nd Party had registered under the Act to engage contract labourers.

At the time of his appointment his signature was obtained on blank paper and his service was initially entered as permanent employee. They planned to get an agreement typed on the blank paper on which his signature was signed. They declared that his contract is terminated; he has never worked on contract and there was no such contract of employment; he was paid daily wages at the rate of Rs. 4,000/- per month. He has a dependent family and without any source of income.

2. The 2nd Party countered the claim averment in their statement contending that, in the year 1987, in order to meet some exigency of work like unplanned leave of permanent workman and temporary increase in work load, it necessitated to engage casuals. The 1st Party was intermittently engaged as a casual labourer during 1987-2005 depending on the requirement for jobs like Tank Lorry Helper, Security Guard and other miscellaneous jobs as work exigencies. In this regard they have issued a letter No. EC.CON. 87 dated 06.07.1987 to three workmen including 1st party workman. They were informed by this letter that, "...your engagement will be on casual basis and there is no guarantee what so ever of a permanent employment". The service of the 1st Party workman as casual employee was seized in the year 2005 since there was no exigency. His engagement was not continuous, as a casual his engagement did not exceed 240 days in any calendar year. From July 2005 to November 2008, as and when required, he provided service as a self-employed service provider on retainer fee basis for jobs like assisting him TWD Pump House and Lab activities.

Further it is contended that, Tenders for annual job contract for maintenance at Raichur Depot was invited on 15.12.2008. The 1st party submitted his tender on 27.12.2008 and was the successful bidder. The Tender was approved on 29.12.2008, the memorandum of agreement dated 04.02.2009 was entered with him. As per the agreement, total maintenance charge payable by the 2nd Party to the 1st Party was Rs. 8,500/- per month it was inclusive of PF at 12.5% + 12.5% towards employers and employee contribution respectively and 1% administration charge for the workers engaged under the contract. He was performing the job awarded to him by engaging a workman Sh. Hanumanthu. It was found that, the quality of work was not as per the specification of the contract agreement and he was cautioned vide letter dated 02.03.2009 but there was no improvement in his performance. Therefore, contract agreement was terminated on 07.05.2009 in accordance with the terms of the contract agreement. There is no Employer-Employee relationship between the parties. He is issued termination letter dated 07.05.2009; no appointment order is issued to him. The claim statement averments contrary to the effective facts are denied.

3. Both Parties have adduced evidence and submitted their arguments in writing.

4. The Deputy Manager of the 2nd Party is the sole witness for the 2nd Party and produced 133 documents.

During course of cross examination, the witness came out that they do not maintain monthly wage registers for casual labourers.

During his rebuttal evidence, the 1st Party workman reiterated his claim. During the course of cross examination, he identified Ex M-129 which is the Photostat copy of the agreement bearing his signature, Ex M-131 / the memorandum of contract with it's terms and conditions and the termination of contract vide Annexure 133. He admits the suggestion that on the basis of termination of contract, he has raised the dispute and he has paid wages to workman Sh. Hanumanthu during 2009 who was working under him. He further admits that, from 2009 onwards he is working as a Welder.

5. The 2nd Party has produced cash payment vouchers commencing from 06.07.1999 upto June 2005 as Ex M-1 to Ex M-81 and also statement / documentary proof showing payment of ex-gratia to the casuals commencing from 1998 to 2005 as Ex M-82 and Ex M-91 and five bills raised by the 1st Party workman and the cash payment vouchers for the period 05.08.2005 to 13.08.2008 as Ex M-86 to Ex M-123. Though these documents are disputed by the 1st Party workman, at any stretch of imagination, it can be assumed or presumed that the 2nd Party which is a Central Public Sector Undertaking Company controlled directly by the Central Government and incorporated as Commercial Corporation would indulge in fabricating documents for years even before the dispute was raised.

The undisputed documentary evidence takes over the contrary oral evidence placed by the workman. Because of his admission that, initially he is appointed as casual labour intermittently and between July 2005 to November 2008 he provided his service as service provider, there is no material to accept that it was a continuous service in any of the calendar year as contemplated by Section 2 (b) of 'the Act'. Having entered into an independent contract to provide service, now it does not lay in his mouth to claim that he is a workman under Section 2(s) of the Act. Any financial transaction of the 2nd Party in it's business or administration is subject to scrutiny of the audit and account. Wherefore, it cannot be said that the contract entered between the workman and the 2nd Party was a namesake contract. If by

terminating the contract agreement the 2nd Party violated the provisions of Contract Labour (Regulation and Abolition) Act, 1970, action has to be taken against them under the said forum only.

6. The 2nd Party has produced the Certified Copy of the deposition of Sh. K. Hanumanthu who had worked under the 1st party workman recorded in CR No. 36/2010 before this Tribunal. Said Hanumanthu had raised Industrial Dispute on the similar grounds as that of the 1st Party workman. During his Cross examination in the said case, Sh. K. Hanumanthu had accepted the case of the 2nd Party in its entirety. The 1st Party workman has failed to establish that, he was terminated w.e.f 07.05.2009 illegally. On his own showing, that was the date on which the agreement was terminated by the 2nd Party (Ex M-133) and he was not a workman of the 2nd Party.

The very reference is misconceived; hence, there is no question of further probing about the justifiability or otherwise of the alleged termination of the 1st party Sh. M. Lakshmana w.e.f 07.05.2009.

AWARD

The reference is rejected.

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 03rd January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 13 जनवरी, 2020

का. आ. 93.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स कोलकाता पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 10/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.01.2020 को प्राप्त हुआ था।

[सं. एल-32011/8/2001-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 93.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2002) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kolkata Port Trust and their workman, which was received by the Central Government on 03.01.2020.

[No. L-32011/8/2001-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 10 of 2002

Parties: Employers in relation to the management of Kolkata Port Trust

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. A. Ghosh, learned counsel with Mr. P. Ghosh, learned counsel and Mr. M.K. Sil, learned counsel.

On behalf of the Workmen : Mr. P.K. Ghosh, learned counsel

State: West Bengal.

Industry: Port & Dock.

Dated, 19th December, 2019

AWARD

By Order No. L-32011/8/2001-IR(M) dated 15.04.2002 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Haldia Dock Complex (CPT) in not absorbing permanently the services of S/Shri S.N. Das, Ajay Kumar Mal and 11 others employed in Haldia Dock Complex (CPT Guest House) is justified? If not, what relief the concerned 13 workmen is entitled to?”

2. In response to notice issued by this Tribunal upon reference, the parties appeared and filed their pleadings. From the statement of claims filed by the workmen, relevant facts as submitted by the workmen are that the Deputy Chairman of the board of Kolkata Port Trust is authorized to exercise powers and duties conferred upon the board and its Chairman. The Deputy Chairman approved the note submitted by the Joint Manager, Admn., Haldia Dock Complex (hereinafter called the H.D.C. for convenience) about manning pattern of Calcutta Port Trust Officers' Club, Haldia (hereinafter referred to as club for convenience), whereupon the honorary secretary of the club issued a notice inviting applications from the candidates for consideration for appointment for the club in different categories of vacancies. The concerned 13 workmen along with other candidates were interviewed by the selection committee consisting of officers of the said HD.C. Though letters of appointment were issued on temporary basis by the honorary secretary of the club, but each of the concerned workmen has been working continuously and attending jobs of permanent nature of the Guest House under the administrative and financial control of the H.D.C. Salaries of the workmen were also paid from the fund of the H.D.C. The land on which the Guest House is located belongs to the H.D.C. Premises of the Guest House was also constructed and owned by the H.D.C. Expenses for infrastructural support for running and maintaining the Guest House are exclusively met from the fund of the H.D.C. The purpose of having guest house by the employer is to provide lodging facility to the officials of different organizations and companies coming to Kolkata Port Trust for business purpose, shipping agents, auditors, officers of the employer etc. The Guest House is a revenue earning centre of the HD.C. The tariff charges are fixed and collected and directly deposited with the accounts department of the H.D.C. Officers of H.D.C. issued administrative instruction directly to the workmen concerned. The audit report was also forwarded to the Manager, Administration of the H.D.C. as incharge of the Guest House. Club is not registered under the West Bengal Societies Registration Act. The workmen concerned were actually employed by the H.D.C. to attend regular and permanent nature of jobs in respect of the Guest House. It is further stated that the workmen concerned made representation to the Chairman of the Board of Trustees for treating them as regular employees of the H.D.C., but neither the Chairman nor the Deputy Chairman responded to the representation of the workmen. The workmen concerned also wrote to the Trustees of the Board of Trustees making similar representation for treating them as regular employees. However, on 8th December, 1998 the General Manager gave an evasive reply, therefore, dispute was raised in the office of the Central Government Conciliation Officer.

3. The H.D.C. in its written statement has denied the claims of the concerned workmen and has pleaded that the Calcutta Port Trust Officers Club has been formed by its officers for their recreational purpose. All officers of the employer are members of the said club. Later on a Guest House was also constructed by the employer for the exclusive use of members, guests and outsiders and has been entrusted to the club for its day-to-day running. Though the club and Guest House were built upon the land of the employer, but the same is not part and parcel of its operation. There is no statutory obligation on the part of the employer to provide club or guest house to its officers or employees. The guest house and the club are not port's establishments, but distinct and separate body being controlled and managed by executive body constituted by election amongst officers. The club is a socio-cultural association established for the purpose of promoting the interest of officers in social, cultural, sports and other relative activities and it is governed by its own rules and bylaws and any outsider may also become an associate member of the club upon approval of the executive committee. It also charges monthly subscription from its members for promoting various socio-cultural activities. The operation and maintenance of the club are met out from the subscription received from the members and grants received from the Kolkata Port Trust. For the purpose of running the said club and guest house, the club appoints its employees. There is no employer – employee relationship between the management and the employees of the club. The management also has no administrative or disciplinary control over the said employees. Salary and other allowances of the employees are also paid by the club. The Deputy Chairman had approved the suggestions of Joint Manager (Administration) for manning the club as President of the said club and not in his official capacity. The Joint Manager (Administration) is also a member of the club. The management has also denied that tariff is fixed by it. The question of revenue earning has got no relevancy to the present dispute. The management has no interference in any manner whatsoever. It has been further stated that the attendance of the club employees are not kept in the register meant for the employees of the management, but in the register maintained by the club itself. Though the grant made by the management to the club for running the guest house is subject to audit, but cannot in any way reflect the employer – employee relationship. The workmen concerned have no right under the law to claim their regularization under the employer as its employees.

4. The union filed its rejoinder denying the allegations made by the management of H.D.C. in its written statement.
5. During pendency of reference, Calcutta Port Trust Officers' Club, Haldia is also made a party to the reference by this Tribunal and opportunity was given to the club to file written statement in which it is stated that the club is promoted for recreation and other cultural activities of its members. The club performs different sports and cultural activities for the entertainment of the officers of Kolkata Port Trust and other Government/Public Sector Organizations located at Haldia. The club is also governed by its executive committee and it is bound by its bylaws for day-to-day activities. The club generates its fund for running the club from the subscription from its members, fees for utilization of swimming pool, Jim, renting of auditorium and other club premises and also from the grant received from the Kolkata Port Trust. The club has a number of full-time and part-time employees including the concerned workmen who were recruited by the club authority and is under the administrative control of the club. Salaries are also disbursed by the club.
6. The workmen have also filed their rejoinder against the written statement filed by the management of the club.
7. Learned counsel appearing for the workmen has submitted that the activities of club are controlled by the management of H.D.C. financially as well as administratively. The employees of the club are employees of the management of H.D.C. (Calcutta Port Trust. The club is not registered under the West Bengal Societies Registration Act.
8. Per contra, learned counsel appearing for the employer has denied that there is any relationship of employer and employee between the management and the employees of the club. The club is an independent body and not controlled by the management. The Deputy Chairman of the management is Ex-officio President of the club by virtue of his office. Merely because audit reports have been submitted to the management or some financial grants were given to the club, the employees of the club cannot be deemed to be employees of the management.
9. The question of relationship of employer and employee has dealt with by the Hon'ble Apex Court in **Balwant Rai Saluja & Anr. V. Air India & Ors.**, 2014 (9) SCALE 567 in which the Hon'ble Apex Court has laid down certain guidelines to decide the relationship of employer and employee. These guidelines may be enumerated as below -
 - (a) Who appoints the workers?
 - (b) Who pays the salary/remuneration?
 - (c) Who has the authority to dismiss?
 - (d) Who can take disciplinary action?
 - (e) Whether there is continuity of service? and
 - (f) Extent of control and supervision viz., whether there exists complete control and supervision?
10. In order to consider existence of above factors in the instant case as enumerated in **Balwant Rai Saluja** case (supra), the factual aspect of the instant case may be broadly divided into two heads. 1) Administrative control and 2) Financial control.

Administrative Control

11. Admittedly the club was constructed by the H.D.C. on the land owned by the H.D.C. So far as administrative control of the club is concerned, it is material to note here that the club was established in 1987 when a proposal was submitted by the Joint Manager (Administration), Haldia Dock Complex to the Deputy Chairman for approval. Copy of note sheet, Ext. W-01 shows that after completion of civil construction work, approval of Deputy Chairman was sought regarding quality and norms of furniture, for charges of occupation of the guest house for officers of the Port Trust and for the officials also. It was also submitted that to run the club necessary number of personnel were also required and in that behalf post of one Supervisor, two Cooks, two cook mates and two Sweeper-cum-Malies should be created. It is also submitted that scale of pay may be fixed in consultation with P&IR and Finance Divisions, HDC management. It is also stated that additional grant to the club to meet the additional financial burden should also be granted and the revenue collected from the guest house would be deposited in the Kolkata Port Trust exchequer. Booking of accommodation at the guest house is to be controlled by the Administrative Office of the HDC. This proposal was approved by the Deputy Chairman on 25.11.1987. Consequent upon which a notice was published under the signature of Honorary Secretary of the club inviting applications for filling temporary vacancies of Caretaker-cum-Clerk, Assistant Caretaker, Butler and Club Assistant Attendant. Relevant document is Ext. W-02. The workmen have also filed copy of letter addressed to the Manager (Finance) by the Assistant Manager (Admin.) Ext. W-03, and Office Orders Exts. W-11, W-12 and W-28 which show that the Deputy Chairman of the HDC had not only approved the creation and filing of posts, but also promotions of club employees. Thus, consequent upon creation of posts, appointments were made, though by the signature of Honorary Secretary of the club. But, the above factual position goes to show that the club was set up, posts were created and promotions were made by the Administrative Office of the HDC under the approval of the Deputy

Chairman. Not only this, even document, Ext. W-32, another letter of Deputy Secretary, mentions approval of the Deputy Chairman for grant of uniform to the employees of the club, refrigerator was purchased by obtaining approval of the Deputy Chairman (Ext. W-34), furniture were purchased under the order of the Assistant Manager, I&CF and direction was issued as to how these furniture were to be placed in the guest house (Ext. W-34). Rate of tariff was fixed by the Administrative Office of the HDC (Ext. W-51). A letter dated 13th February, 1995 (Ext. W-53) further shows administrative control of the HDC for even small matters. In view of above mentioned facts, it is sufficiently established that the Joint Manager (Administration) issued warning to the Secretary of the club to be careful in future and to take his duties seriously. Thus for disciplinary actions also employees are under control of the H.D.C. HDC has complete administrative control for day-to-day functioning of the club and also for taking disciplinary action against the employees working at the club/guest house. Only officers of the H.D.C. can be member of the club and only Deputy Chairman can be President of the club.

Financial Control

12. In respect of financial control, the workmen have filed several documents to show that financially the club was dependent upon the Finance Department of the management of HDC. For every purchases and expenditures, approval of either Deputy Chairman or Finance Office of the HDC was required. Salary of the employees of the club was also controlled by Admin. Office of the HDC (Ext. W-25). The expenditures were subject to approval of the Deputy Chairman, HDC (Exts. W-26 and W-27). Enhancement in allowances payable to the staff of the club was also controlled by the Deputy Chairman, HDC (Ext. W-26 and W-27). For payment of monthly salary to the staff of the club, approval of the Finance Department of HDC was required (Ext. W-22). Without approval of the Deputy Chairman, HDC enhancement of expenditure towards staff wage revision was not possible.

13. Though the management of the club which has been added to this reference to contest the claim of the workmen employed at club has contested by saying that the club has its own rules and regulations and the management of HDC has no interference in the affairs of the club, but the documents filed by the management of the club, Ext. AP-03 goes to show that financially the club was dependent upon the grant of the HDC. The audit query, Ext. W-69 has added further fuel to the issue wherein it is mentioned that “A scrutiny of records under fringe benefit section revealed that persons engaged for services in the HDC Guest House are being paid regular salary, OT, Roster off, Holiday Allowance and Snacks Duty Allowance for their uninterrupted service from general fund of the Port like the regular employees of the Port in accordance with the principles laid down under Section 23 read with Section 88 of the HPT Act.” Though query has been made by the audit party as to whether they are under the administrative roll of HDC and if not how monthly regular establishment payments are being made to them from Trust account. This is a factual aspect observed by audit party that the employees of club are being paid regular salary from the fund of Trust like regular employees of the Port. I am not convinced with the submission for the HDC that report has not relevance to the issue, but the fact remains that the employees at club were getting regular salary from the HDC.

14. In almost similar set of facts in **Achinta Kumar Mondal & Anr. v. Calcutta Port Trust & Anr.**, C.O No. 12246 of 1989 decided on 27th August, 1995 where canteens were running in the premises of Kolkata Port Trust as well as Haldia Dock Complex, water and electricity were supplied to the canteens at the cost of port trust authority, accommodation was provided by converting a shed by the Engineering Department of Kolkata Port Trust, Port Trust paid monthly subsidy to each of the canteens based on membership. Direct control was maintained by the management over the expenditure and income of the canteens, Internal Auditors for each tiffin club was appointed by the administration, number of workers and payment of salary and allowances were controlled by the administration of port authority, duty hours was fixed by the authority, disciplinary action was also in the hands of the administration, it was held by the Hon'ble Court that the employees of the canteens of Kolkata Port Trust were employees of the management of Kolkata Port Trust.

15. Similarly, in **Chennai Port Trust v. Chennai Port Trust Industrial Employees Canteen Workers Welfare Association & Others**, AIR 2018 SC 2272 relying on its previous decision with approval in **Indian Petrochemicals Corporation Ltd. & Anr. v. Shramik Sena & Ors.**, AIR 1999 SC 2577 the Hon'ble Apex Court held that where the workers belonging to the Port Trust only were entitled for membership, nominee of Port Trust could act as Chairman of the cooperative society, Port Trust administration had right to audit the accounts of the canteens, electricity and water were supplied by the Port Trust free of charge, financial matters were controlled by the Financial Advisor and the Chief Accounts Officer of the Port Trust, canteens are part and parcel of administration of the Chennai Port Trust and the employees of the canteens were employees of Chennai Port Trust.

16. Learned counsel for the management of Haldia Dock Complex has cited **Indian Drugs & Pharmaceuticals Ltd. v. Workman, Indian Drugs & Pharmaceuticals Ltd.**, 2007 (112) FLR 474, **Union of India & Others v. Central Govt. Industrial Tribunal & Another**, 2005 (4) CHN 31, **Secretary, State of Karnataka & Others v. Umadevi (3) & Others**, (2006) 4 SCC 1, **Dr. Surinder Singh Jamwal & Another v. The State of Jammu & Kashmir & Others**,

JT 1996 (6) 725, **All India Railway Institute v. Union of India**, AIR 1990 SC 952, **State of Rajasthan & Others v. Daya Lal & Others**, (2011) 2 SCC 429, **S.C. Chandra & Others v. State of Jharkhand & Others**, Appeal (civil) 1532 of 2005, **Board of Trustees for Port of Kolkata v. Abhijit Kumar Ray**, (2009) 1 SCC 743 to argue that regularization of workers should not be directed where the establishment is already overstaffed. He has also submitted that Court cannot direct creation of post or direct filling of vacancies without following the recruitment rules or that regularization is not possible where there is no sanctioned post or that the workers are not entitled for absorption by way of regularization in Government service. The cases cited above by the learned counsel for the management are distinguishable on facts of the present case. In the instant case posts were created by the management of Haldia Dock Complex at the starting of club and guest house. It is not the case of the management that the club is overstaffed. Only question involved in this case for consideration is whether the employees recruited by the club as against the sanctioned post on behalf of Haldia Dock Complex are employees of Haldia Dock Complex or not. When the club is controlled by the management, it is part and parcel of Haldia Dock Complex. There appears no problem in their absorption as they are already recruited against sanctioned posts and also by following the recruitment rules.

17. The aforesaid discussions go to show that the club was under the control of Haldia Dock Complex not only financially but administratively also. Salary of the employees are paid out of general fund of Haldia Dock Complex as it appears in query made by audit. Hence, in these circumstances, the concerned workmen are the employees of Haldia Dock Complex and the action of the management of Haldia Dock Complex in not absorbing the concerned workmen in regular service of Haldia Dock Complex is not justified. The concerned workmen are entitled to be treated as regular employees of the management of Haldia Dock Complex.

Justice RAVINDRA NATH MISHRA, Presiding Officer

Dated, Kolkata,
The 19th December, 2019

नई दिल्ली, 13 जनवरी, 2020

का. आ. 94.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 56/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 13.01.2020 को प्राप्त हुआ था।

[सं. एल-11011/9/2016-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th January, 2020

S.O. 94.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2016) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Delhi International Airport Private Limited and others and their workman, which was received by the Central Government on 13.01.2020.

[No. L-11011/9/2016-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2, NEW DELHI

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-II, New Delhi

INDUSTRIAL DISPUTE CASE No. 56/2016

Date of Passing Award : 18th December, 2019

Shri Akshay Rathi.
s/o. Shri Satendra Singh Rathi,
Through Delhi Prant Pichra Varg Mazdoor Union,
A-254, Fact. Opposite A-147 Indira Kalyan Vihar,
Okhla Indl. Area Ph.I, New Delhi 110020.

Address Village Dheeraheri P.O. Bhopa,
Zile Muzaffar Nagar,
U.P.-251308.

...Workman/claimant

Versus

1. The CEO,
Delhi International Airport Pvt. Ltd. (DIAL)
Near Udan Bhawan, IGI Airport,
Terminal 3 & 1-D,
New Delhi 110037.

2. The Managing Director,
M/s. Lite Bite Folods Pvt. Ltd.

1. Address –
317, Udyog Vihar Phase IV, Gurgaon,
Haryana-122016.

2. Address-
IGI Airport, near Udan Bhawan,
Terminal 3 & 1-D,
New Delhi 110037.

...Managements

Appearances :-

None : For the Workman
Shri Manish Sehrawat, A/R : For the Management No. 1
Shri Rakesh, A.R : For the Management No. 2

AWARD

This Award shall decide a reference which was made to this Tribunal by the Ministry of Labour, Government of India vide letter No. L-11011/9/2016-IR(M) dated 12.04.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short “the Act”) for adjudication of an industrial dispute, terms of which are as under:

‘Whether demand of the Union for reinstatement of the services of the workman i.e. Shri Akshay Rathi s/o. Shri Satender Rathi, alongwith back wages and other consequential benefits is legal and/or justified ? If so, what relief is he entitled to and what directions are necessary in this respect ?’

2. Both parties were put to notice and the claimant/workman filed statement of claim with the averments inter-alia that he had been working on the post of D.C.D.P. under the Managements since 28/11/2009. His last drawn wages were Rs.12685/- per month. He had been performing his duties with honesty & dedication and gave no chance of any complaint to the Management. The Management did not provide legal benefits like wage slip, bonus, appointment letter, identity card, ESI and PF. When the workman started demanding the same, the Management started harassing the workman with a view to deprive him all the lawful benefits and ultimately terminated his services on 16/6/2015 in arbitrary & illegal manner, without giving any show cause notice or notice pay or service compensation. Even earned wages of the workman for the period 1/6/2015 to 15/6/2015 was not paid to him. Such an action of the Management in terminating the services of the workman is unwarranted and illegal. The workman issued a demand notice through speed post/courier on 8/7/2015 but to no response. Thereafter the workman approached the office of Regional Labour Commissioner. Conciliation proceedings were held but the same failed due to non cooperative attitude of Management. It is also pleaded that the workman is unemployed since the date of his illegal termination from service and he is dependent upon his relations as he failed to get job despite efforts. The workman has prayed for reinstatement with continuity of service, back wages and consequential benefits, as well as litigation expenses to the tune of Rs.25,000/-.

3. Management No.1 DIAL filed its written statement, submitting that the workman was never appointed by Management No.1. Rather the workman/claimant was appointed by the Management No.2 and he was under direct

control of Management No. 2 in whose favour a licence agreement dated 5/1/2009 was granted by Management No.1. Prayer has been made for dismissal of claim petition.

4. Management No. 2 M/s. Lite Bite Food Pvt. Ltd. resisted the claim of the workman, by filing written statement and took preliminary objections on the grounds inter alia that the workman/claimant has misrepresented the facts. Denying the averments of the workman regarding illegal termination of his service, it is alleged that the claimant himself started absenting from his services w.e.f. 18/6/2015 without any lawful permission or authorization and did not turn back on duty despite phone calls and reminders. The wages for 1/6/2015 to 17/6/2015 could not be paid to him as he was absenting from duties. It is also alleged that during conciliation proceedings, the claim was settled in the presence of the witnesses and the Management had paid earned wages of Rs.10059/- to the workman vide cheque No.034056 dated 21/7/2015 drawn on Yes Bank which was duly encashed by the workman/claimant. It was also agreed by the workman in the conciliation meeting dated 1/10/2015 that he will join his duties on 5/10/2015. Despite repeated call letters and intimations dated 5/10/2015 and 19/10/2015, claimant willfully and deliberately did not join his duties. The claimant is gainfully employed and as such he is not entitled to any back wages as claimed. Prayer has been made for rejection of the claim petition as the claimant had himself abandoned his job on his own and is not willing to work.

4. The claimant filed rejoinders, reiterating his own case as set up in the claim petition and denied the allegations of the Managements/Respondents.

5. On the pleadings of the parties, following issues were framed in this case :

- 1) Whether the proceeding is maintainable?
- 2) Whether there exists employer & employee relationship between the workman and the respondent No.1 ?
- 3) Whether the service of the workman was terminated by respondent No.2 ?
- 4) Whether the termination of the workman is legal and justified?
- 5) Whether the workman is entitled to reinstatement to service with back wages and other service benefits ?
- 6) To what other relief the parties are entitled to ?

5. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support his case regarding his engagement/employment as well as illegal termination of his services by the Management/s, he did not lead any evidence for the reasons best known to him. It is a matter of record that the claimant had opted not to participate in the proceedings from 2/8/2019 onwards. Ultimately this Tribunal was left with no option but to close his evidence vide order dated 10/12/2019. Since the claimant himself did not adduce any oral or documentary evidence to prove his case, A/R for the Management chose not to lead any evidence.

6. At the outset it is mentioned that onus was upon the claimant/workman to prove the relationship of employee & employer between himself and Management No.1, as well as to prove that his services were illegally & unjustifiably terminated by Management. The workman/claimant has failed to discharge the onus. In view of the fact that the claimant has not led any evidence in support of his case, this Tribunal is constrained to pass “No Dispute Award” in the matter. Award is passed accordingly.

PRANITA MOHANTY, Presiding Officer

18th December, 2019